

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Monday, October 21, 2024

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

Karina Macias
Mayor

Arturo Flores
Vice Mayor

Eduardo “Eddie” Martinez
Council Member

Jonathan A. Sanabria
Council Member

Esmeralda Castillo
Council Member



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

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

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

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

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

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

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

PUBLIC COMMENT

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 Karina Macias
Vice Mayor Arturo Flores
Council Member Eduardo "Eddie" Martinez
Council Member Jonathan A. Sanabria
Council Member Esmeralda Castillo

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. HISPANIC HERITAGE MONTH RECOGNITION TO LOCAL COMMUNITY MEMBERS
2. BREAST CANCER AWARENESS MONTH PROCLAMATION
3. DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
4. PET OF THE MONTH

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 – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case
2. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency designated representatives: Ricardo Reyes
Employee organization: Huntington Park POA
3. PUBLIC EMPLOYMENT
Government Code Section 54957(b)(1)
Title: Various City Directors

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

IT IS RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held October 1, 2024

FINANCE

2. CHECK REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 21, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

1. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO VALLEY ALARM FOR FIRE ALARM SYSTEM MONITORING AND MAINTENANCE

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. Award the Professional Services Agreement with Valley Alarm to monitor, program, test, and inspect twelve (12) existing fire alarm systems for City Hall and other city buildings; and

3. Authorize the City Manager to execute the agreement in an amount not to exceed \$36,360 for a 36-month term.

2. AWARD OF PROFESSIONAL SERVICES CONTRACT – SALT LAKE PARK ARCHITECTURAL SERVICES TO INFRASTRUCTURE ARCHITECTS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Services Contract for a not to exceed amount of \$282,000; and
2. Authorize the Finance Department to compensate contractors using ARPA with account number 787-8929-499.73-10.
3. Authorize the City Manager to execute the contract.

COMMUNITY DEVELOPMENT

3. AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR ON AND OFF-STREET PARKING DATA COLLECTION PERSUANT TO MEASURE PP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Service Agreement for the Collection of On and Off-Street Parking Data to CR Associates in an amount of \$108,555; and
2. Authorize the City Manager to execute the agreement on behalf of the city.

PARKS AND RECREATION

4. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS ON PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2024 AND 2025 HOLIDAY SEASON

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize and approve Sierra Installations Inc. as the vendor, per Huntington Park Municipal Code, section 2-5.12(i), for the installation, removal and storage of Holiday Decorations on Pacific Boulevard using account #111-6010-451-74.10 in the amount of \$43,285.00; and
2. Authorize the City Manager to enter into a 2-year agreement with Sierra Installations to complete the Holiday decoration installation, removal and storage for 2024 and 2025; with an option to extend an additional year for 2026.

CITY CLERK

5. CONSIDERATION OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving and amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

COMMUNITY DEVELOPMENT

1. CONSIDERATION AND APPROVAL OF ORDINANCE TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing and take public testimony; and
2. Approve Ordinance to adopt a new floodplain management plan; to coordinate with the California building standards code; to adopt flood hazard maps; to designate a floodplain administrator; and for other purposes; providing for severability and an effective date.

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Esmeralda Castillo

Council Member Jonathan A. Sanabria

Council Member Eduardo "Eddie" Martinez

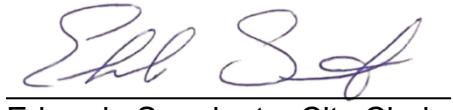
Vice Mayor Arturo Flores

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Monday, November 4, 2024 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 17th day of October 2024.



Eduardo Sarmiento, City Clerk

CONSENT CALENDAR

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, October 1, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, October 1, 2024, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Esmeralda Castillo, Jonathan Sanabria, Eduardo "Eddie" Martinez, Vice Mayor Arturo Flores (arrived at 6:41pm), and Mayor Karina Macias

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento City Clerk; Cosme Lozano Police Chief; Steve Forster Director of Community Development and Interim Director of Public Works; Cynthia Norzagaray Director of Parks and Recreation, Sergio Infanzon Director of Communications; Araceli Almazon City Attorney.

INVOCATION

Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Castillo led the Pledge of Allegiance

PRESENTATION(S)

1. HISPANIC HERITAGE MONTH RECOGNITION TO LOCAL COMMUNITY MEMBERS
2. CERTIFICATE OF RECOGNITION TO LOCAL COMMUNITY VOLUNTEERS

PUBLIC COMMENTS

The following people provided public comment:

- 1) Rigoberto Ruiz
- 2) Maria Covarrubias
- 3) Baldomero Capias
- 4) Aida Vega
- 5) Juan Perez
- 6) Jaz
- 7) Gus Barbare

STAFF RESPONSE

None

CLOSED SESSION

RECESS TO CLOSED SESSION @ 7:15pm

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case

MEETING RECONVINED @ 8:40pm

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazon reported that the record should reflect that all five members of the City Council present Council Member(s) Castillo, Sanabria, Martinez, Vice Mayor Flores and Mayor Macias were present. The Item in the closed session titled Anticipated Litigation was discussed. The council was briefed, and direction was provided.

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 MINTUES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held September 17, 2024

FINANCE

2. CHECK REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 1, 2024

CITY MANAGER

3. SECOND READING OF ORDINANCE APPROVING NEW CITY COUNCIL MEETING DAY FROM TUESDAYS TO MONDAYS

RECOMMENDED THAT CITY COUNCIL:

1. Notify the public of the new meeting day Monday to take effect 30 days after the second reading and adoption of said ordinance at the September 17, 2024, City

Council Regular Meeting, with the first new regular City Council meeting starting Monday, October 21, 2024.

MOTION: Councilmember Martinez moved to approve the consent calendar, second by Vice Mayor Flores. The Motion passed by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

1. CONSIDERATION OF CONTACT CPI RATE INCREASE – VALLEY VISTA SERVICES

MOTION: Councilmember Sanabria moved to approve the motion and authorize a 5% Consumer Price Index (CPI) adjustment for Solid Waste Refuse Services. The motion was then second by councilmember Martinez. The motion passed by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Vice Mayor Flores

DEPARTMENTAL REPORTS

City Manager: Provided update on proposals for PIO. May go backout to RFP if needed. Councilmember Sanabria requested that it needs to be brought back to Council. He mentioned how he would need to provide a cost analysis to bring PIO in house vs. hiring consultants. The Vice Mayor stated that the City needs a PIO in house, and would prefer that route to getting a consultant, but for now contract until we hire one. City Manager stated that the item will be brought back to city council.

Public Works: five tons of compost and five tons of mulch were donated at the distribution event.

WRITTEN COMMUNICATIONS

NONE

COUNCIL COMMUNICATIONS

Councilmember Castillo thanked staff for all the work that they all did. She wished Mayor Macias a happy birthday. She also welcomed our new Director of Community Development Gerry Lopez to the City of Huntington Park.

Councilmember Sanabria thanked staff for their work. He suggested more advertising outside of the box to local businesses or gathering spots.

Councilmember Martinez thanked staff for safe space. He also asked and requested that we put up Pink Lights in the exterior of city hall in honor of breast cancer awareness month. He also stated that he received a letter from a resident regarding bulky item pick up. He also requested we add advertising and educational components in the future rent control.

Vice Mayor Flores thanked the staff. He wished Mayor Macias a happy birthday. He also directed staff that events that are not budgeted need to be advertised to all community members. He also requested that all Donations to the City be presented in a report on the November 1st council meeting. Also, if we could please find a nonprofit for donations to be received by the city.

Mayor Macias thanked everyone for the birthday wishes. She also mentioned how the agenda forecast has a number of items but only one ended up on the agenda. She asked staff to be more cautious about pushing back items next time.

ADJOURNMENT

Mayor Macias adjourned the meeting at 9:10 p.m. The next City of Huntington Park City Council meeting will be held on Monday, October 21st, 2024, at 6:00 pm.

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

Fund	Description	Fund	Description
111	General Fund	227	Offc of Criminal Justice
112	Waste Collection/Disposal	228	State Dept. of Justice
113	American Rescue Plan Act	229	Police Forfeiture Fund
114	Spec Events Contributions	230	Homeland Security Fund
115	General Fund Reserve	231	Parking System Fund
116	Retirement Fund	232	Art in Public Places Fund
120	Special Revenue DNA ID	233	Bullet Proof Vest Grant
121	Special Revnu Welfare Inm	234	Congressional Earmark
122	Prevention Intervention	235	Federal Street Improvmt
123	Board of Corrections LEAD	236	HUD Economic Empowerment
124	Auto Theft Prevention	237	Community Planning
150	Emergency Preparedness	238	Air Pollution Grant
151	Economic Development	239	Federal CDBG Fund
152	Greenway Linear Park Proj	240	HUD EZ/EC Soc Sec Block
200	Local Grants	241	CalHome
201	State Grants	242	HUD Home Program
202	CFP Crosswalks	243	HUD 108 B03MC060566
203	Federal Grants	244	HUD EDI Grant
204	SR2S Middleton Safe Route	245	EPA Brownfield
205	CFP Pacific Blvd	246	LBPHCP-Lead Base
206	CFP I Park Pay Station	247	Neighborhood Stabilzation
207	CFP Signal Synchronizatio	248	Homelessness Prevention
208	CMAQ Metro Rapid	249	DEPT OF TOXIC SUBSTANCES
209	CFP City Street Resurfac	250	DTSC Grant
210	Measure M	251	Land & Water Conservation
211	Road Maint & Rehab SB1	252	ABC
212	P & R Grants	253	DEBT SERVICE FUND
213	Park Facilities	254	Home ARP Grant
214	Recreation Field Charter	257	CDC Merged Project Fund
215	Trees for A Better Enviro	258	CDC Merged Debt Service
216	Employees Retirement Fund	259	CDC Low/Mod Income Housin
217	OPEB	262	CDC Neighbor Presrvn Cap
218	PARS	263	CDC Neighbor Presrvn Debt
219	Sales Tax-Transit Fund A	264	CDC Nghbr Prsrvn Low/Mod
220	Sales Tax-Transit C	267	CDC Sta Fe Redev Project
221	State Gasoline Tax Fund	268	CDC Sta Fe Debt Service
222	Measure R	269	CDC Sta Fe Low/Mod Income
223	Local Origin Program Fund	270	Successor Agency Merge
224	Office of Traffc & Safety	271	Successor Agency Merg Prj
225	Cal Cops Fund	272	Successor Agency Low Mod
226	Air Quality Improv Trust	273	Successor Agency NHP

List of Funds - City of Huntington Park

Fund	Description
274	Successor Agency NHP Prj
275	Successor Agency
276	SUCCESSOR AGENCY-GF
283	Sewer Maintenance Fund
285	Solid Waste Mgmt Fund
286	Illegal Disposal Abatemnt
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

October 21, 2024.

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTIONS AMOUNT
A BEND IN THE RIVER	6028STAFFORDAVE	111-0000-322.10-10	INCORRECT AMOUNT OF REFUND	\$5,133.07
	6028 STAFFORD AVE	111-0000-322.10-10	INCORRECT AMOUNT OF REFUND	\$4,350.36
A BEND IN THE RIVER Total				\$9,483.43
AARDVARK	PIN18561	111-7010-421.61-70	TOOL SET CORDLESS CUTOFF	\$1,967.48
AARDVARK Total				\$1,967.48
ALADDIN LOCK & KEY SERVICE	34520	111-8020-431-43-10	KEYS FOR PW BUILDING	\$134.91
ALADDIN LOCK & KEY SERVICE Total				\$134.91
ALL AMERICAN ASPHALT	206988	787-8913-499.76-06	SLAUSON AVE CONGESTION RELIEF	\$272,899.81
ALL AMERICAN ASPHALT Total				\$272,899.81
ALL CITY MANAGEMENT SERVICES	95592	111-7010-421-56-41	SCHOOL CROSSING SERVICE	\$13,244.41
ALL CITY MANAGEMENT SERVICES Total				\$13,244.41
ALVAREZ, VALERIA	24311-10582	681-0000-228-70-00	CREDIT REFUND	\$99.97
ALVAREZ, VALERIA Total				\$99.97
ALVAREZ-GLASMAN& COLVIN	47355	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$9,240.35
	11431194	111-9031-413-52-30	PROFESSIONAL SERV APR24	\$115.00
	11437134	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$60.00
	2024-04-21141	111-9031-413-52-30	PROFESSIONAL SERV JUL24	\$1,589.40
	2024-04-21147	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$10,954.10
	2024-05-21162	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$3,253.95
	2024-05-21165	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$880.00
	2024-05-21166	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$907.50
	2024-05-21167	111-9031-413-52-30	PROFESSIONAL SERV APR24	\$775.50
	2024-05-21168	111-9031-413-52-30	PROFESSIONAL SERV AUG24	\$302.50
	2024-05-21169	111-9031-413-52-30	PROFESSIONAL SERV MAY24	\$1,968.00
	2024-06-21180	111-0220-411-32-70	PROFESSIONAL SERV MAY24	\$15,811.95
	2024-06-21181	111-0220-411-32-70	PROFESSIONAL SERV MAY24	\$330.00
	2024-06-21182	111-0220-411-32-70	PROFESSIONAL SERV MAY24	\$117.50
	2024-06-21183	111-0220-411-32-70	PROFESSIONAL SERV MAY24	\$1,292.00
ALVAREZ-GLASMAN& COLVIN Total				\$47,597.75
AMAZON.COM SERVICES, INC.	1CX3-WKY3-4KF9	111-6010-466-55-50	LIGHT/ELECT. SUPPLIES	\$742.44
	1V4F-WWK7-4MQM	111-8024-421-43-10	PD JAIL CELL NUMBERS	\$199.48
AMAZON.COM SERVICES, INC. Total				\$941.92
AMERICAN EAGLE PROTECTIVE SERVICES	HP-080324-HP	111-6010-466-55-56	SUMMER NIGHTS SECURITY	\$1,800.00

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AMERICAN EAGLE PROTECTIVE SERVICES Total				\$1,800.00
AMSTERDAM PRINTING AND LITHO	7694217	111-0110-411.56-25	VARIOUS COLOR TOTE BAGS	\$459.91
		111-0110-411.56-26	VARIOUS COLOR TOTE BAGS	\$459.91
		111-0110-411.56-27	VARIOUS COLOR TOTE BAGS	\$459.91
		111-0110-411.56-28	VARIOUS COLOR TOTE BAGS	\$459.91
		111-0110-411.56-19	VARIOUS COLOR TOTE BAGS	\$459.91
	7700083	111-0110-411.56-19	CUPS WITH CITY SEAL	\$435.76
		111-0110-411.56-26	CUPS WITH CITY SEAL	\$217.88
		111-0110-411.56-27	CUPS WITH CITY SEAL	\$217.88
		111-0110-411.56-28	CUPS WITH CITY SEAL	\$217.88
AMSTERDAM PRINTING AND LITHO Total				\$3,388.95
AMTECH ELEVATOR SERVICES	F10000176864	111-8022-419-56-41	ELEVATOR MAINTENANCE	\$95.00
AMTECH ELEVATOR SERVICES Total				\$95.00
AUTO ZONE	4075148510	741-8060-431-43-20	CABIN AIR FILTER VARIOUS UNITS	\$107.97
	4075149085	741-8060-431-43-20	PART FOR PW UNIT 132	\$155.24
	4075149752	741-8060-431-43-20	PW UNIT #340 MAINTENANCE	\$18.17
	4075151013	111-7010-421-43-20	UNIT #914 INTAKE MANIFOLD	\$229.36
	4075156363	741-8060-431-43-20	ENGINE AIR FILTER VARIOUS UNITS	\$169.87
	4075157494	111-7010-421-43-20	PD UNIT 985 REPAIR	\$304.42
	4075158306	741-8060-431-43-20	PW UNIT #222 PARTS	\$324.11
	4075163898	111-7010-421-43-20	ENGINE AIR FILTER VARIOUS UNITS	\$39.67
	4075165012	741-8060-431-43-20	FILTER FOR PW UNIT #340	\$18.46
AUTO ZONE Total				\$1,367.27
AY NURSERY INC.	181367	535-8090-452-61-20	TREE - CALLISTEMON	\$587.25
AY NURSERY INC. Total				\$587.25
BARR & CLARK INC	62768	242-5070-463-57-38	HOME REPAIR PROGRAM	\$2,075.00
BARR & CLARK INC Total				\$2,075.00
BENEFIT ADMINISTRATION CORPORATE	374	111-2030-413-56-41	FLEX PLAN ADMIN QTR 3	\$150.00
BENEFIT ADMINISTRATION CORPORATE Total				\$150.00
BG APARTMENTS INVESTORS LP	ERAPBESTJAMAR24	239-5280-490-51-05	EMERGENCY RENTAL ASSIST	\$3,741.00
BG APARTMENTS INVESTORS LP Total				\$3,741.00
BHADRECHA, RAMAN L	989-21074	681-0000-228-70-00	CREDIT REFUND	\$16.47
BHADRECHA, RAMAN L Total				\$16.47
BRINK'S INCORPORATED	6842604	111-9010-419-33-10	BANK TRANS. SERV AUG24	\$340.79
	6917122	111-9010-419-33-10	BANK TRANS. SERV SEP24	\$327.83

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BRINK'S INCORPORATED Total				\$668.62
BRIZUELA'S IRONWORK	205	111-8023-451-43-10	GATE ELECT. PANEL AT SLP	\$4,600.00
BRIZUELA'S IRONWORK Total				\$4,600.00
BUENA PARK HONDA	522034	111-7010-421-43-20	PD UNIT #972 PARTS	\$671.52
	522037	111-7010-421-43-20	PD UNIT #218 PARTS	\$43.56
	522040	111-7010-421-43-20	PD UNIT #218 PARTS	\$447.85
	522042	111-7010-421-43-20	PD UNIT #218 PARTS	\$450.09
BUENA PARK HONDA Total				\$1,613.02
CACEO	200031640	111-5010-419-59-15	PROFESSIONAL DEVELOPMENT TRAINING	\$21.00
CACEO Total				\$21.00
CALIFORNIA BUILDING STANDARDS C	BSASRF/SEP2024	111-0000-322-40-05	BSASRF FEES PER QUARTER SEP24	\$97.20
CALIFORNIA BUILDING STANDARDS C Total				\$97.20
CANNON CORPORATION	89511	283-8040-432.76-11	WATER MASTER PLAN & RATE STUDY AUG24	\$17,263.96
CANNON CORPORATION Total				\$17,263.96
CENTER FOR CRIMINAL JUSTICE	3352	111-7010-421-59-10	CLASS CANCELATION	\$100.00
CENTER FOR CRIMINAL JUSTICE Total				\$100.00
CENTRAL FORD	40284	741-8060-431-43-20	CREDIT FOR BUSHING KIT	-\$388.08
	48447	111-7010-421-43-20	PD UNIT 993 REPAIR	\$2,146.94
	48657	111-7010-421-43-20	PD UNIT 903 REPAIR	\$29.72
	49010	111-7010-421-43-20	PD UNIT 978 REPAIR	\$90.12
	49011	111-7010-421-43-20	PD UNIT 975 REPAIR	\$90.12
	49229	111-8085-431-43-21	SUPPLIES FOR VARIOUS UNITS	\$595.45
	49259	111-7010-421-43-20	PD UNIT 968 PART	\$187.37
	49264	111-7010-421-43-20	PD UNIT 982 REPAIR	\$198.98
	49390	741-8060-431-43-20	PW UNIT 281 REPAIR	\$255.67
CENTRAL FORD Total				\$3,206.29
CENTRAL SQUARE TECHNOLOGIES LLC	419808	742-9010-419-74-09	MAINTENANCE INVOICE SEP24	\$15,630.17
	421619	742-9010-419-74-09	MAINTENANCE INVOICE JUL24	\$15,630.17
CENTRAL SQUARE TECHNOLOGIES LLC Total				\$31,260.34
Cintas	4206035682	741-8060-431.56-41	UNIFORM DRY CLEANING	\$787.52
	8/12/24-9/9/24	741-8060-431.56-41	CREDIT FOR VARIOUS INVOICES	-\$526.99
Cintas Total				\$260.53
CLINICAL LAB OF SAN BERNARDINO,	2401336	681-8030-461-41-00	WATER QUALITY TEST SERVICE AUG24	\$718.00
CLINICAL LAB OF SAN BERNARDINO, Total				\$718.00

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COMMERCIAL TIRE COMPANY	1-GS184628	741-8060-431-43-20	PW UNIT 279 PART	\$209.03
COMMERCIAL TIRE COMPANY Total				\$209.03
COMMLINE INC	0469476-IN	111-7010-421.73-11	UNIT #1001 LIGHTING EQUIP	\$14,948.20
COMMLINE INC Total				\$14,948.20
COMMUNITY VETERINARY HOSPITAL	.527401	111-7010-421-61-20	PROF SRVS K-9	\$920.00
COMMUNITY VETERINARY HOSPITAL Total				\$920.00
CONCENTRA HEALTH SERVICES, INC.	17770823	111-2030-413-56-41	PHYSICAL EXAMS	\$245.00
CONCENTRA HEALTH SERVICES, INC. Total				\$245.00
CONCENTRA MEDICAL CENTERS	84428106	111-2030-413-56-41	PHYSICAL EXAMS	\$534.00
	84499525	111-2030-413-56-41	PHYSICAL EXAMS	\$534.00
CONCENTRA MEDICAL CENTERS Total				\$1,068.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW24090901493	221-8014-429-56-41	TRAFFIC SIGNAL REPAIR	\$968.12
COUNTY OF L.A. DEPT OF PUBLIC WORKS Total				\$968.12
CROWN CASTLE FIBER LLC	1670233	787-8915-499-56-41	DARK FIBER INTERNET OCT24	\$16,200.00
CROWN CASTLE FIBER LLC Total				\$16,200.00
DAILY JOURNAL CORPORATION	A3849747	111-1010-411-54-00	RFQ PUBLIC INFORMATION	\$32.40
	A3850147	111-1010-411-54-00	CONDITIONAL USE PERMIT	\$86.40
	A3850254	111-1010-411-54-00	MINOR CONDITIONAL USE	\$86.40
DAILY JOURNAL CORPORATION Total				\$205.20
DANA SAFETY SUPPLY INC	907382	111-7010-421.73-10	(6) GJ dell latitude tablet cradle and power adapter	\$2,437.63
DANA SAFETY SUPPLY INC Total				\$2,437.63
DATA TICKET INC.	169841	111-9010-415-56-15	DAILY CITATION PROCESSING AUG24	\$12,181.06
	170058	111-9010-415-56-15	WEBSITE ONLINE ACCESS AUG24	\$31.50
	170585	111-9010-415-56-15	WEBSITE ONLINE ACCESS SEP24	\$88.50
	171259	111-9010-415-56-15	DAILY CITATION PROCESSING SEP24	\$10,280.89
DATA TICKET INC. Total				\$22,581.95
DATAPROSE, INC.	DP2404565	681-3022-415-53-20	POSTAGE BILLING PERIOD SEP24	\$1,969.71
		681-3022-415-56-41	WATER BILLS CONTRACT SEP24	\$955.43
DATAPROSE, INC. Total				\$2,925.14
DAY WIRELESS SYSTEMS	INV843392	111-7010-421-74-10	RADIO REPAIR MOTOROLA	\$912.00
DAY WIRELESS SYSTEMS Total				\$912.00

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DELL INC	10773396383	742-9010-410.74-10	Dell naspo computer equipment	\$17,975.20
DELL INC Total				\$17,975.20
DENISE PARRA	091124-091324	111-7010-421-59-10	EMPLOYEE REIMBURSEMENT	\$138.29
DENISE PARRA Total				\$138.29
DEPARTMENT OF ANIMAL CARE & CON	9252024	111-7010-421-56-41	ANIMAL CARE & CONTROL AUG24	\$45,239.94
DEPARTMENT OF ANIMAL CARE & CON Total				\$45,239.94
DEPARTMENT OF CONSERVATION	CADEP_JUL-SEP24	111-0000-322-40-00	HAZARD MAPPING FEE REPORT JUL-SEP	\$293.44
DEPARTMENT OF CONSERVATION Total				\$293.44
DEPARTMENT OF JUSTICE	758896	111-7010-421-56-41	FINGERPRINT APP JUL24	\$589.00
DEPARTMENT OF JUSTICE Total				\$589.00
DESIGN PRINT BANNER, LLC	US3249034517278	111-6010-466-55-50	HALLOWEEN SUPPLIES	\$77.00
DESIGN PRINT BANNER, LLC Total				\$77.00
DOG GONE IT	492	111-6020-451-56-41	DIA DE LOS MUERTOS SERVICES	\$771.75
DOG GONE IT Total				\$771.75
DOG WASTE DEPOT	731426	535-8090-452-74-10	DOG WASTE STATIONS 17	\$928.06
DOG WASTE DEPOT Total				\$928.06
DUNN EDWARDS CORPORATION	2009A35631	111-8095-431-61-50	PAINT FOR GRAFFITI	\$721.12
	2009A36181	111-8095-431-61-50	PAINT FOR GRAFFITI	\$811.26
DUNN EDWARDS CORPORATION Total				\$1,532.38
EASYBADGES LLC	39239	111-7010-421-61-20	DOOR ACCESS CONTROL CARDS	\$747.50
EASYBADGES LLC Total				\$747.50
EDGAR AVALOS	6221 MARBRISA	285-0000-228-75-00	CREDIT REFUND	\$660.00
EDGAR AVALOS Total				\$660.00
EDGAR FELIX	9132024	111-7010-421-59-10	MILEAGE REIMBURSEMENT	\$17.82
EDGAR FELIX Total				\$17.82
EDUARDO MARTINEZ	1	111-6020-451-56-41	DIA DE LOS MUERTOS SERVICES	\$500.00
EDUARDO MARTINEZ Total				\$500.00
EFRAIM & ASSOCIATES	25279-22514	681-0000-228-70-00	CREDIT REFUND	\$994.02
EFRAIM & ASSOCIATES Total				\$994.02
ESTEBAN PALACIOS	9132024	111-7010-421-59-10	MILEAGE REIMBURSEMENT	\$17.82

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ESTEBAN PALACIOS Total				\$17.82
EWING IRRIGATION PRODUCTS, INC.	23388019	535-8090-452-74-10	PW POP UP SPRINKLER	\$173.31
	23491424	535-8090-452-74-10	CONTROLS FOR IRRIGATION SYSTEM	\$560.74
EWING IRRIGATION PRODUCTS, INC. Total				\$734.05
Express Transportation Services, LLC	DAR10012024	111-8085-431.56-45	DIAL A RIDE SERVICES OCT 24	\$74,443.41
Express Transportation Services, LLC Total				\$74,443.41
EZ AUDIO	26	111-7010-421-43-20	PD UNIT 1004 REPAIR	\$200.00
	28	111-7010-421-43-20	PD UNIT #968 REPAIR	\$320.00
	29	741-8060-431-43-20	PD UNIT 900 REPAIR	\$150.00
	30	111-7010-421-43-20	PD UNIT 967 REPAIR	\$150.00
	31	111-7010-421-43-20	PD UNIT 900 REPAIR	\$50.00
EZ AUDIO Total				\$870.00
FERGUSON ENTERPRISES INC	4718055	111-8024-421-43-10	PD BUILDINGS REPAIR	\$164.09
	4720537	111-8024-421-43-10	PD MAINTENANCE SUPPLIES	\$378.39
FERGUSON ENTERPRISES INC Total				\$542.48
FREGOSO, ROSA E.	25011-24854	681-0000-228-70-00	FINAL BILL REFUND	\$175.32
FREGOSO, ROSA E. Total				\$175.32
GEORGE CHEVROLET	133125CVW	111-7010-421-43-20	PD UNIT 886 CREDIT	-\$81.47
	175685CVW	741-8060-431-43-20	PW UNIT191 PART	\$354.72
	175700CVW	741-8060-431-43-20	PW UNIT 191 PART	\$334.16
	177168CVW	111-7010-421-43-20	PD UNIT 952 REPAIR	\$372.02
	CM161254CVW	741-8060-431-43-20	CORE CHANGE RETURN	-\$13.23
	CM166187CVW	741-8060-431-43-20	SPRING HOOD OPEN ASSIST	-\$45.01
	CM168447CVW	741-8060-431-43-20	STABILIZER INSULATOR CREDIT	-\$52.99
	CTCS464965	111-7010-421-43-20	PD UNIT 984 REPAIR	\$145.09
			PD UNIT 370 PARTS	\$1,302.36
	CTCS465188	111-7010-421-43-20	PD UNIT 952 REPAIR	\$1,291.78
GEORGE CHEVROLET Total				\$3,607.43
GEORGE MIDDLETON	1082402	111-6030-451.33-90	REFEREE FEES	\$2,452.00
GEORGE MIDDLETON Total				\$2,452.00
GIGIS HOLLYDALE APPLIANCE	162535	111-8010-431-61-20	CONES & LABOR FOR XMAS	\$3,986.08
GIGIS HOLLYDALE APPLIANCE Total				\$3,986.08
GLOBAL URBAN STRATEGIES, INC.	742	241-5030-419-56-41	1ST TIME HOME BUYER SEP 24	\$810.00
GLOBAL URBAN STRATEGIES, INC. Total				\$810.00

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GOVERNMENT STAFFING SERVICES	130453	111-3010-415-56-41	CONSULTING SERVICES	\$3,800.00
GOVERNMENT STAFFING SERVICES Total				\$3,800.00
GRAINGER	9259985365	111-8020-431-61-20	HALLOWEEN SUPPLIES	\$217.30
	9269983269	111-6010-466-55-50	HALLOWEEN SUPPLIES	\$173.81
GRAINGER Total				\$391.11
GUZMAN, JOSE	24993-11392	681-0000-228-70-00	CREDIT REFUND	\$934.19
GUZMAN, JOSE Total				\$934.19
HAJOCÀ CORPORATION	S172890188.001	111-8023-451-43-10	PLUMBING SUPPLIES	\$575.76
HAJOCÀ CORPORATION Total				\$575.76
HASA, INC.	994263	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #15	\$227.90
	994264	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #17	\$695.10
	994266	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #18	\$478.87
	995876	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #18	\$521.89
	995879	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #12	\$720.73
	997191	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL#15	\$370.34
	997192	681-8030-461-41-00	SODIUM HYPOCHLORITE. WELL #18	\$516.15
HASA, INC. Total				\$3,530.98
HEALTH AND HUMAN RESOURCE CENTER	E0329342	111-0000-217-50-60	EMPLOYEE ASSISTANCE PROGRAM	\$265.68
HEALTH AND HUMAN RESOURCE CENTER Total				\$265.68
HERNANDEZ SIGNS, NC.	5977	111-0110-411-66-05	CITY COUNCIL LARGE CHECK FOR PRESENTATION	\$55.00
HERNANDEZ SIGNS, NC. Total				\$55.00
HERNANDEZ, GUADALUPE	20801-6604	681-0000-228-70-00	CREDIT REFUND	\$145.63
HERNANDEZ, GUADALUPE Total				\$145.63
HILTI, INC.	4623387027	741-8060-431-43-20	EQUIPMENT TO FIX CONCRETE	\$982.42
HILTI, INC. Total				\$982.42
IBE DIGITAL	471398	111-9010-419-44-10	BLK TONER	\$18.07
	471456	111-9010-419-44-10	METER USAGE	\$688.57
	471478	111-9010-419-44-10	KONICA MINOLTA WASTE BOX	\$18.07
	471575	111-9010-419-44-10	BLK TONER	\$18.07
	471681	111-9010-419-44-10	YELLOW TONER	\$18.07
IBE DIGITAL Total				\$760.85
IDR ENVIRONMENTAL SERVICES	83658	741-8060-431.43-20	REMOVE AND DISPOSAL SERVICES	\$3,165.35
IDR ENVIRONMENTAL SERVICES Total				\$3,165.35

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INVERIS TRAINING SOLUTIONS	INV-0104284	111-7010-421.59-10	TRAINING SYSTEM REFRESHNER	\$3,275.91
INVERIS TRAINING SOLUTIONS Total				\$3,275.91
JCL TRAFFIC	126059	221-8012-429-61-20	36X9 CITY STREET NAME SIGN	\$771.20
JCL TRAFFIC Total				\$771.20
JEFF JONES	45471	111-3010-415-61-20	EXPENSES REIMBURSEMENT	\$108.74
JEFF JONES Total				\$108.74
JT CONSTRUCTION GROUP, INC.	7473975	787-8910-499-56-41	FENCE REPAIR	\$823.50
	7473976	787-8910-499-56-41	PANELS REPAIR	\$500.00
JT CONSTRUCTION GROUP, INC. Total				\$1,323.50
JUAN LOZANO	FALL2023	111-9018-413-35-10	TUITION REIMBURSEMENT	\$1,500.00
JUAN LOZANO Total				\$1,500.00
KIMBALL MIDWEST	102616408	741-8060-431-43-20	SHOP SUPPLIES	\$44.31
	102619327	741-8060-431-43-20	SHOP SUPPLIES	\$20.95
	102661583	741-8060-431-43-20	SHOP SUPPLIES	\$119.46
KIMBALL MIDWEST Total				\$184.72
L.A. TIPSY TACOS	INV0039	111-2030-413-64-05	TACO CATERING SERV	\$2,335.00
L.A. TIPSY TACOS Total				\$2,335.00
LA RAINBOW LUNAFACE PAINT	111224	111-6020-451-56-41	DIA DE LOS MUERTOS SERVICES	\$300.00
LA RAINBOW LUNAFACE PAINT Total				\$300.00
LACMTA	6172024	219-8085-431.58-50	TAP CARDS MAY 2024	\$240.52
	7152024	219-8085-431.58-50	TAP CARDS JUNE 2024	\$215.72
	8152024	111-3085-419-58-50	TAP CARDS JULY 2024	\$309.27
	9162024	111-3085-419-58-50	TAP CARDS AUGUST 2024	\$223.02
LACMTA Total				\$988.53
LB JOHNSON HARDWARE CO.	134232	111-8020-431-61-20	PW REPAIR SUPPLIES	\$596.62
	134249	221-8014-429-61-20	TRAFFIC SIGNAL REPAIR	\$39.39
	134414	741-8060-431-43-20	LIGHT BAR PARTS	\$28.29
LB JOHNSON HARDWARE CO. Total				\$664.30
LEXIPOL LLC	INVLEX11241504	742-7010-421-74-10	ANNUAL JAIL POLICY MANUAL & TRAINING POLICY	\$5,137.81
LEXIPOL LLC Total				\$5,137.81
LITTLE JOHNREULAND	65934	681-8030-461.43-30	REPLACEMENT WELL # 14	\$7,625.46
LITTLE JOHNREULAND Total				\$7,625.46

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MANUEL REYES	11012024-01	111-6020-451.56-41	DIA DE LOS MUERTOS SERVICES OCT24	\$1,120.00
MANUEL REYES Total				\$1,120.00
MARTINEZ, DANIEL	16439-3240	681-0000-228-70-00	FINAL BILL REFUND	\$25.75
MARTINEZ, DANIEL Total				\$25.75
MARX BROS FIRE EXTINGUISHER CO	22873	741-8060-431-43-20	FIRE EXTINGUISHERS REFILL	\$504.39
	22874	741-8060-431-43-20	FIRE EXTINGUISHERS REFILL	\$504.39
	22875	741-8060-431-43-20	FIRE EXTINGUISHERS REFILL	\$504.39
	22876	741-8060-431-43-20	FIRE EXTINGUISHERS REFILL	\$436.37
MARX BROS FIRE EXTINGUISHER CO Total				\$1,949.54
MIGUEL FUENTES	9132024	111-7010-421-59-10	MILEAGE REIMBURSEMENT	\$17.82
MIGUEL FUENTES Total				\$17.82
MIGUEL SANCHEZ	45548	111-7010-421-59-10	MILEAGE REIMBURSEMENT	\$17.82
MIGUEL SANCHEZ Total				\$17.82
MOAMMAR, SAID	2065-5182	681-0000-228-70-00	CREDIT REFUND	\$17.37
MOAMMAR, SAID Total				\$17.37
MODEL 1 COMMERCIAL VEHICLES	RA101013554	111-8085-431-43-21	SHUTTLE # 004 AC REPAIR	\$1,522.13
	RA101013977	111-8085-431-43-21	SHUTTLE # 002 AC REPAIR	\$176.44
MODEL 1 COMMERCIAL VEHICLES Total				\$1,698.57
MOTOROLA SOLUTIONS, INC	1187131791	113-9050-421-74-10	COMPUTER AIDED DISPATCH	\$487,991.75
		225-7120-421-74-10	COMPUTER AIDED DISPATCH	\$63,996.00
		227-7119-421-74-10	COMPUTER AIDED DISPATCH	\$28,308.00
		229-7010-421-74-10	COMPUTER AIDED DISPATCH	\$255,985.22
	8281940841	230-7010-421-74-10	COMPUTER AIDED DISPATCH	\$42,000.00
	8281979363	111-7010-421-74-10	AUDIO ACCESSORIES	\$1,838.69
		111-7010-421-74-10	KIT, AUDIO ACCS HEADSETS CREDIT	-\$1,388.39
MOTOROLA SOLUTIONS, INC Total				\$878,731.27
MUNICIPAL WASTE SOLUTIONS	115	285-8050-432-56-41	RECYCLING - BILLING JUL-AUG 2024	\$16,567.50
	2040	285-8050-432-56-41	RECYCLING - BILLING JUL-AUG 2024	\$1,240.00
MUNICIPAL WASTE SOLUTIONS Total				\$17,807.50
NACHO'S LOCK & KEY SERVICE LLC	197930	111-8020-431-43-10	PW STOREROOM KNOB & KEYS	\$501.36
	198220	111-8022-419-43-10	CHANGE COMBINATION SAFE -FIN. DEPT	\$452.92
NACHO'S LOCK & KEY SERVICE LLC Total				\$954.28
NAPA AUTO PARTS	632648	741-8060-431-43-20	FLEET MAINTENANCE SUPPLIES	\$39.03
	4832-640135	741-8060-431-61-20	PD UNIT#913 REPAIR	\$13.35

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NAPA AUTO PARTS	4832-642687	741-8060-431-61-20	LAUNDRY DETERGENT FOR FLEET	\$48.72
NAPA AUTO PARTS Total				\$101.10
NATIONAL READY MIXED CONCRETE	915248	221-8010-431-61-21	CONCRETE MIX FOR SIDEWALK	\$913.17
NATIONAL READY MIXED CONCRETE Total				\$913.17
Nationwide Environmental Services	34251	221-8010-431.56-41	Street sweeping services september 2024	\$64,945.61
	34252	111-8070-431.56-41	Bus stop shelter cleaning services September 2024	\$22,077.53
Nationwide Environmental Services Total				\$87,023.14
NB	ERAPJVERMARMA24	239-5280-490-51-05	EMERGENCY RENTAL ASSIST	\$9,000.00
NB Total				\$9,000.00
Norm Reeves Ford Superstore	125940	111-7010-421.43-20	PD unit #976 new power	\$3,921.85
	127032	111-7010-421.43-20	PD unit #982 maintenance	\$2,528.63
Norm Reeves Ford Superstore Total				\$6,450.48
NORM REEVES FORDSUPERSTORE	123582	111-7010-421-43-20	PD UNIT 913 REPAIR	\$979.31
	124291	111-7010-421-43-20	PD UNIT 976 REPAIR	\$1,736.39
	326082	111-7010-421-43-20	PD UNIT 982 PART	\$586.87
	326094	111-7010-421-43-20	PD UNIT 982 REPAIR	\$340.67
	326296	111-7010-421-43-20	PD UNIT 983 PART	\$89.51
	326297	111-7010-421-43-20	PD UNIT 987 PART	\$89.51
	326353	111-7010-421-43-20	PD UNIT #985 REPAIR	\$242.37
	326354	111-7010-421-43-20	PD UNIT #985 REPAIR	\$343.97
	326355	111-7010-421-43-20	PD UNIT 976 REPAIR	\$36.74
	326356	111-7010-421-43-20	PD UNIT 985 REPAIR	\$36.74
	326456	111-8085-431-43-21	TROLLEY 006 REPAIR	\$245.45
	326524	741-8060-431-43-20	PW UNIT 199 PART	\$408.98
	326597	111-8085-431-43-21	SHUTTLE #004	\$384.13
	326764	111-7010-421-43-20	PD UNIT #900 REPAIR	\$91.63
	326887	111-7010-421-43-20	PD UNIT #914 REPAIR	\$44.77
	326916	111-7010-421-43-20	TROLLEY #006	\$101.84
	326597CM	111-8085-431-43-21	CREDIT FOR 3 WIRE S ASSEMBLY	-\$205.74
NORM REEVES FORDSUPERSTORE Total				\$5,553.14
OEM AUTO PAINT SUPPLIES	161156	111-8023-451-43-10	PAINT FOR PARK BUILDINGS	\$293.04
OEM AUTO PAINT SUPPLIES Total				\$293.04
OK PRINTING DESIGN & DIGITAL PR	3632	111-0310-413-61-20	MAYOR PICTURE	\$107.05
	3633	111-0110-411-61-19	500 BUSINESS CARDS MAYOR	\$120.00
		111-0110-411-61-26	500 BUSINESS CARDS VICE MAYOR	\$120.00
OK PRINTING DESIGN & DIGITAL PR Total				\$347.05

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O'REILLY AUTO PARTS	2959-135294	741-8060-431-43-20	PD UNIT 914 REPAIR	\$206.62
	2959-143924	741-8060-431-43-20	BATTERY CORE RETURN	-\$176.00
	2959-144488	741-8060-431-43-20	PD UNIT 180 REPAIR	\$13.87
	2959-145770	111-7010-421-43-20	PD UNIT 986 REPAIR	\$23.03
	2959-145782	741-8060-431-43-20	PD UNIT 914 REPAIR	-\$71.53
	2959-145795	111-7010-421-43-20	PD UNIT 953 REPAIR	\$113.78
	2959-145920	741-8060-431-43-20	PD UNIT 914 REPAIR	\$49.53
	2959-146008	111-7010-421-43-20	PD UNIT 270 & 370 REPAIR	\$110.21
	2959-146012	741-8060-431-43-20	PD UNIT 914 REPAIR	\$58.21
	2959-146018	741-8060-431-43-20	PD UNIT 914 REPAIR	\$188.53
	2959-146372	111-7010-421-43-20	PD UNIT 968 REPAIR	\$401.10
	2959-146386	741-8060-431-43-20	PD UNIT 914 REPAIR	\$40.87
	2959-147655	111-7010-421-43-20	PD UNIT 914 REPAIR	\$95.80
	2959-149583	741-8060-431-43-20	SHOP SUPPLIES	\$158.54
	2959-151533	111-7010-421-43-20	PD UNIT 993 REPAIR	\$275.93
	2959-152862	741-8060-431-43-20	PD UNIT 914 REPAIR	\$253.76
	2959-152871	741-8060-431-43-20	PD UNIT 914 REPAIR	\$788.70
	2959-153050	741-8060-431-43-20	PD UNIT 914 REPAIR	\$33.43
	2959-153123	741-8060-431-43-20	PD UNIT 914 REPAIR	\$42.82
	2959-154441	111-7010-421-43-20	PD UNIT 914 REPAIR	\$94.15
	2959-154442	741-8060-431-43-20	PD UNIT 914 REPAIR	\$34.46
O'REILLY AUTO PARTS Total				\$2,735.81
PARS	56243	111-9010-419-56-41	REP-PARS FEE JUL24	\$2,768.46
PARS Total				\$2,768.46
PEREZ, RICHARD A.	21951-22192	681-0000-228-70-00	FINAL BILL REFUND	\$177.86
PEREZ, RICHARD A. Total				\$177.86
PITNEY BOWES	3106788273	111-9010-419-53-20	DIGI. MAILING SYSTEM SEP24	\$945.04
PITNEY BOWES Total				\$945.04
PROTECH EMS	588	111-7010-421-59-10	CPR TRAINING	\$1,200.00
PROTECH EMS Total				\$1,200.00
PSYCHOLOGICAL CONSULTING ASSOC,	2982	111-7010-421-56-41	PRE-EMPLOYMENT EVALS	\$462.00
PSYCHOLOGICAL CONSULTING ASSOC, Total				\$462.00
PURCHASE POWER	800090900355810	111-9010-419-53-20	METER REFILL X2	\$5,021.16
PURCHASE POWER Total				\$5,021.16
Q4 WASH HOUSE	25263-14162	681-0000-228-70-00	CREDIT REFUND	\$230.45
Q4 WASH HOUSE Total				\$230.45

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QDOXS	IN62348	111-8020-431-61-20 285-8050-432-43-05 681-8030-461-43-05	XEROX COPIES CONTRACT 9/1/ -10/17/24 XEROX COPIES CONTRACT 9/1/ -10/17/24 XEROX COPIES CONTRACT 9/1/ -10/17/24	\$44.90 \$44.90 \$44.90
QDOXS Total				\$134.70
RINCON CONSULTANTS, INC.	59069	113-9050-462-56-41	HP SB1000 ASSISTANCE AUG24	\$6,329.00
	60108	113-9050-462-56-41	HP SB1000 ASSISTANCE JUL24	\$3,614.50
RINCON CONSULTANTS, INC. Total				\$9,943.50
Roadline Products INC	20445	221-8012-429.61-20	(50) bags of concrete for city streets	\$4,937.03
Roadline Products INC Total				\$4,937.03
ROBERT HALF INC	64071835 64072236 64088811 64097594 64122649 64127315 64142854 64144006 64170368	111-3010-415-56-41 111-3010-415-56-41 111-3010-415-56-41 111-3010-415-56-41 111-2030-413-11-00 111-2030-413-11-00 111-3010-415-56-41 111-3010-415-56-41 111-3010-415-56-41	LABOR INVOICE WE:9/13/24 LABOR INVOICE WE:9/13/24 ABOR INVOICE WE:9/13/24 LABOR INVOICE WE:9/20/24 HR CONSULTANT WE:9/20/24 HR CONSULTANT LABOR INVOICE WE: 9/27/24 LABOR INVOICE WE: 9/27/24 LABOR INVOICE WE: 10/04/24	\$3,600.00 \$4,830.60 \$1,745.48 \$1,745.48 \$5,263.20 \$4,161.60 \$1,760.00 \$3,735.00 \$1,760.00
ROBERT HALF INC Total				\$28,601.36
SAN DIEGO POLICE EQUIPMENT CO.	662920	111-7010-421-61-20	DUTY AMMUNITION	\$539.12
SAN DIEGO POLICE EQUIPMENT CO. Total				\$539.12
SANCHEZ AWARDS	2536	111-0110-411-66-05	RECOGNITION FOR US ARMY	\$120.17
SANCHEZ AWARDS Total				\$120.17
SANTA FE CABINETS	HP081624	111-8024-421.73-10	PD BUILDING CABINETS	\$7,847.00
SANTA FE CABINETS Total				\$7,847.00
SINATRA UNIFORM,INC	SU12927 SU12935 SU12956 SU12957 SU12958 SU12960	111-7010-421-61-20 111-7010-421-61-20 111-7010-421-61-20 111-7010-421-61-20 111-7010-421-61-20 111-7010-421-61-20	PD UNIFORM PD UNIFORM PD UNIFORM PD UNIFORM PD UNIFORM PD UNIFORM	\$1,593.05 \$1,317.92 \$352.55 \$147.06 \$711.71 \$631.73
SINATRA UNIFORM,INC Total				\$4,754.02
SMART & FINAL	3197370014901	111-0110-411-66-05	SUPPLIES FOR COUNCIL MEETING	\$85.37
SMART & FINAL Total				\$85.37
SPARKLETT'S	15142085100324	111-9010-419-61-20	DRINKING WATER SEP24	\$1,255.36

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SPARKLETT'S Total				\$1,255.36
SPECTRATURF	18786	535-8090-452-74-10	PARK REPAIR MATERIALS	\$977.94
SPECTRATURF Total				\$977.94
STAPLES ADVANTAGE	7002018071	111-0210-413-61-20 111-1010-411-61-20 111-2030-413-61-20 111-5010-419-61-20 111-6010-451-61-20 111-6010-451-74-10 111-7010-421-61-20 111-9010-419-61-20	OFFICE SUPPLIES AUG24 OFFICE SUPPLIES AUG24	\$177.44 \$51.16 \$65.59 \$253.92 \$121.99 \$476.81 \$823.23 \$193.68
STAPLES ADVANTAGE Total				\$2,163.82
STAR2STAR COMMUNICATIONS LLC	SUBC00013914	111-9010-419-53-10	CITYWIDE PHONES OCT 24	\$10,791.87
STAR2STAR COMMUNICATIONS LLC Total				\$10,791.87
STERICYCLE INC	8008406851 80088116056	111-7010-421-56-41 111-7010-421-56-41	BIOHAZARD WASTE DISPOSAL BIOHAZARD WASTE DISPOSAL	\$49.54 \$49.54
STERICYCLE INC Total				\$99.08
STEVE FORSTER	10032024	111-5010-419-59-15	EXPENSES REIMBURSEMENT	\$40.00
STEVE FORSTER Total				\$40.00
SUPERIOR COURT OF CALIFORNIA	JULY AUGUST	111-9010-415-56-10 111-9010-415-56-10	PARKING CITATION SURCHARGE JUL24 PARKING CITATION SURCHARGE AUG24	\$28,489.00 \$24,181.74
SUPERIOR COURT OF CALIFORNIA Total				\$52,670.74
T2 SYSTEMS CANADA INC.	IRIS0000139105 IRIS0000140152 NVSTD0000067326	111-5055-419-56-41 111-5055-419-56-41 111-5055-419-56-41	DIGITAL IRIS SERVICES SEP24 DIGITAL IRIS SERVICES OCT24 MACHINE REPLACE COIN	\$2,370.00 \$2,370.00 \$227.45
T2 SYSTEMS CANADA INC. Total				\$4,967.45
TANAKA FARMS LLC	B-MD4JAVY	111-6065-466-61-20	SENIOR PROGRAM	\$1,000.00
TANAKA FARMS LLC Total				\$1,000.00
TIREHUB, LLC	44584586 44782585 44806629 44833104	111-7010-421-43-20 111-7010-421-43-20 111-7010-421-43-20 111-7010-421-43-20	PD 2020 EXPLORER PART PD UNIT 984 PART PD UNIT 961 PART PD UNIT 961 PART	\$844.75 \$625.99 \$102.83 \$308.49
TIREHUB, LLC Total				\$1,882.06
T-MOBILE USA	975956065AUG24	111-9010-419-53-10	CELL PHONE AUG24	\$538.18

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T-MOBILE USA	975956264AUG24	111-9010-419-53-10	CELL PHONE AUG24	\$404.56
T-MOBILE USA Total				\$942.74
TOWN HALL STREAMS	16009	111-1010-411-56-41	MONTHLY TOWN STREAMS FACEBOOK	\$300.00
TOWN HALL STREAMS Total				\$300.00
Trains on the Move	66C682DB25641	111-6010-466.55-50	HALLOWEEN SUPPLIES	\$2,950.00
Trains on the Move Total				\$2,950.00
Tyler Technologies, INC	045-480107	787-8951-419.43-15	FINANCIAL SYSTEM AUG 24	\$1,480.00
	045-484778	787-8951-419.43-15	FINANCIAL SYSTEM ON SITE AUG 24	\$4,440.00
	045-485365	787-8951-419.43-15	FINANCIAL SYSTEM & LICENSE FEE EXPENSEAUG 24	\$66,732.15
	045-485927	787-8951-419.43-15	FINANCIAL SYSTEM SEP 24	\$1,585.64
	045-486641	787-8951-419.43-15	FINANCIAL SYSTEM SEP 24	\$2,960.00
	045-488162	787-8951-419.43-15	FINANCIAL SYSTEM SEP 24	\$3,917.78
Tyler Technologies, INC Total				\$81,115.57
ULINE	182578257	111-8020-431-43-10	PW SHOP SUPPLIES	\$113.43
	183156583	111-3010-415.61-20	LATERAL FILES CABINETS	\$1,988.49
	183419467	111-8020-431-43-10	PW SHOP SUPPLIES	\$211.90
	183487209	111-8010-431-74-10	PW SHOP SUPPLIES	\$443.05
	183525106	111-7010-421-61-20	EVIDENCE SUPPLIES	\$171.47
	183525439	111-7010-421-61-20	EVIDENCE SUPPLIES	\$417.56
ULINE Total				\$3,345.90
UNDERGROUND SERVICE ALERT OF SO	24250885	221-8014-429-56-41	MONTHLY FEES SEP24	\$106.39
	920240140	221-8014-429-56-41	MONTHLY FEES SEP24	\$359.65
UNDERGROUND SERVICE ALERT OF SO Total				\$466.04
VALLEY ALARM	1220603	111-8020-431-56-41	MONTHLY BILLING PW SEP24	\$665.34
		111-8022-419-56-41	MONTHLY BILLING PR SEP24	\$665.33
		111-8023-451-56-41	BILLING AFTER SCHOOL PROG SEP24	\$49.95
			MONTHLY BILLING CITY HALL SEP24	\$665.33
VALLEY ALARM Total				\$2,045.95
VERITONE INC	813272	742-7010-421.74-09	SOFTWARE APPLICATION & LICENSING	\$4,800.00
VERITONE INC Total				\$4,800.00
VISION SERVICE PLAN-CA	821307361	111-0000-217-50-30	MONTHLY VISION PLAN OCT24	\$3,487.38
VISION SERVICE PLAN-CA Total				\$3,487.38
WALTERS WHOLESALE ELECTRIC COMP	S126349954.001	111-8022-419-43-10	GLASS LAMPS FOR CITY	\$681.36
	S126484022.002	111-8022-419-43-10	CREDIT FOR ELECTRICAL TESTER	-\$247.56
WALTERS WHOLESALE ELECTRIC COMP Total				\$433.80

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WEST COAST SAND AND GRAVEL, INC	768759	111-8010-431-61-20	CONCRETE PREMIX	\$1,067.10
WEST COAST SAND AND GRAVEL, INC Total				\$1,067.10
WILLDAN FINANCIAL SERVICES	010-59797	535-3010-415-56-41	SPECIAL TAX DISTRICT- INVOICE 2 OF 4	\$2,586.94
Grand Total				\$1,941,983.81

REGULAR AGENDA

ITEM 1

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 21, 2024

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO VALLEY ALARM FOR FIRE ALARM SYSTEM MONITORING AND MAINTENANCE

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. Award the Professional Services Agreement with Valley Alarm to monitor, program, test, and inspect twelve (12) existing fire alarm systems for City Hall and other city buildings; and
3. Authorize the City Manager to execute the agreement in an amount not to exceed \$36,360 for a 36-month term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City currently maintains twelve fire alarm systems at City Hall and other public buildings. These systems require ongoing monitoring, programming, testing, and inspection to ensure compliance with safety regulations and the Los Angeles County Fire Department's standards. On February 20, 2024, Jam Corporation was awarded the contract for the installation of these fire protection systems following Los Angeles County Fire Department approval.

Now that the installation phase is complete, it is necessary to enter into a maintenance and monitoring contract with a qualified provider. Valley Alarm has demonstrated the expertise required to ensure the proper functioning and regulatory compliance of these

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO VALLEY ALARM FOR FIRE ALARM SYSTEM MONITORING AND
MAINTENANCE**

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critical fire alarm systems. The recommended action will help safeguard the public, City employees, and infrastructure by maintaining full system operability. Valley Alarm is the current vendor that provides monitoring of the City's security alarm systems throughout the City.

LEGAL REQUIREMENT

The City is required to comply with state and local fire safety regulations, which mandate regular monitoring and maintenance of fire protection systems in public buildings. Valley Alarm's services will ensure compliance with these requirements, minimizing risks associated with faulty or unmonitored fire alarm systems. The contract is compliant with applicable laws and regulations.

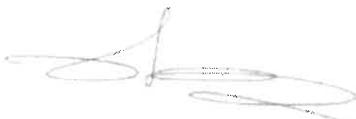
FISCAL IMPACT/FINANCING

The contract with Valley Alarm will be \$960 per month for 12 months, with an initial payment of \$1,800. Over the 36-month term, the total cost will not exceed \$36,360. The Finance Department has assigned account number 111-8022-419.56-41 for processing project-related invoices, and a Professional Service Agreement will be assigned. The Public Works Department is requesting a budget appropriation to transfer funds to this account.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



GERARDO "GERRY" LOPEZ
Public Works Director

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO VALLEY ALARM FOR FIRE ALARM SYSTEM MONITORING AND
MAINTENANCE**

October 21, 2024

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ATTACHMENT(S)

1. Professional Services Agreement with Valley Alarm
2. Proposal from Valley Alarm

Attachment No. 1



PROFESSIONAL SERVICES AGREEMENT

To Valley Alarm for Fire Alarm
Systems Monitoring and
Maintenance

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **17th day of September 2024**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Valley Alarm** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts: WHEREAS, on September 6, 2024, the Huntington Park City Council at its Regular Meeting approved the award of the Professional Services Agreement to the CONSULTANT for the monitoring and maintenance of 12 existing fire alarm systems for City Hall and other city buildings; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of September 16, 2024.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM**: This Agreement shall have a completion date of **September 30, 2027**, from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION**: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$36,360, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION**: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

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

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

II. PERFORMANCE OF AGREEMENT

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

approval by CITY Representatives or their designees.

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

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

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

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

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

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

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

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all

applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

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

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

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

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits.
- c) comply with Applicable Law relating to the management, ownership, operation,

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

III. INSURANCE

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

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

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

3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to

the fullest extent permitted by law, be protected from all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass

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

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

V.
TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of

CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

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

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

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

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

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

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

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

CONSULTANT:

Valley Alarm
Rod Sepulveda
804 Pico St.
San Fernando, CA
91340
Phone: (818) 274-7883

CITY:

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

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement. Design completion date: **December 31, 2024.**

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover

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

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

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

the City's behalf.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____

Ricardo Reyes
City Manager

We Architects Group

By: _____

Rod Sepulveda

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

Attachment No. 2

VALLEY ALARM

SERVICE IS OUR BUSINESS

April 29, 2024

City of Huntington Park
(323)584-6274
mlopez@hPCA.gov

Proposal for Takeover of fire alarm system

Scope: Takeover and monitor 12 existing fire alarm systems. Valley Alarm to program, test and inspect fire alarm systems.

The 15 buildings include:

1. Recreation Building	3401 Florence Ave.
2. City Hall	6550 Miles Ave.
3. Police Dept.	6542 Miles Ave.
4. Municipal Building	6901 Bissell St.
5. Admin Building	6900 Bissell St.
6. Parks Division	6900 Bissell St.
7. Park Division Shed	6900 Bissell St.
8. Police Evidence Garage	6900 Bissell St.
9. Electric/Water Building	6900 Bissell St.
10. Electric/Water Car Port	6900 Bissell St.
11. Fleet Division Building	6900 Bissell St.
12. ETS/Street Division Building	6900 Bissell St.

Pricing: **\$1,800 (\$150 per Fire Alarm Panel)**

Fire Monitoring: **\$960 per month (Based on a 36-month term)**
(Monitor 12 fire alarm panels each at \$80 per month)

Thank you for the opportunity to provide you with this bid. If you have any questions please don't hesitate to call. **Rod Sepulveda Cell # 818.274.7883.**

INITIAL _____

804 Pico St. San Fernando, Ca. 91340
818.285.1500 | 818.285.1515 FAX | www.valleyalarm.com

VALLEY ALARM

SERVICE IS OUR BUSINESS

Inclusions - Exclusions

- WORK WILL NOT COMMENCE ON THE PROJECT UNTIL A CONTRACT AND/OR VALLEY ALARM PROPOSAL IS APPROVED
- CONNECTION TO CLIENTS NETWORK NOT INCLUDED.
- ANY AND ALL IT AND/OR NETWORKING, PORT FORWARDING TO BE PROVIDED BY OTHERS.
- IP ADDRESSES FOR ANY VALLEY ALARM INSTALLED NETWORK DEVICES TO BE PROVIDED PRIOR TO INSTALLATION.
- A DSL / CABLE MODEM / LAN CONNECTION WITH INTERNET ACCESS IS REQUIRED FOR REMOTE VIEWING OF DVR/NVR AND IS TO BE PROVIDED BY CLIENT.
- IF INTERNET ACCESS IS REQUIRED FOR ALARM PANEL OR ACCESS CONTROLLER COMMUNICATIONS, IT IS TO BE PROVIDED BY CLIENT.
- CONTRACTOR / CLIENT SHALL PROVIDE AND INSTALL ALL CONDUIT UNLESS OTHERWISE SPECIFIED.
- ACCESS TO 120VAC OUTLETS AS REQUIRED SHALL BE PROVIDED.
- BID PER SPECIFICATIONS PROVIDED BY CLIENT / CONTRACTOR. ADDITIONAL EQUIPMENT, UNLESS NEGOTIATED PRIOR TO ORDER PLACEMENT, SHALL BE INVOICED SEPERATLY.
- THIS QUOTATION IS TO BE INCORPORATED INTO CONTRACT DOCUMENTS.
- THIS BID EXCLUDES SOFTWARE UPGRADE LICENSING CONFLICTS THAT MAY ARISE DUE TO SYSTEM EXPANSION.
- PRICING IS BASED UPON OPEN WALLS. CUTTING, PATCHING AND PAINTING IF REQUIRED IS NOT INCLUDED, UNLESS SPECIFICALLY IDENTIFIED IN SCOPE OF WORK.
- VALLEY ALARM PROVIDES A ONE-YEAR WARRANTY ON ALL PARTS AND LABOR ON ALL NEW EQUIPMENT IT INSTALLS. WARRANTY SERVICE, IF REQUIRED, WILL BE PERFORMED DURING NORMAL BUSINESS HOURS (08:00 – 17:00 HRS) MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. WARRANTY SERVICE REQUESTED OUTSIDE OF THE ABOVE TIMES WILL BE CHARGED AT OVERTIME RATES.
- THIS QUOTE IS VALID FOR 30 DAYS.

COMPANY'S LIMITED LIABILITY: BUYER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 7 AND 8 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFICATION WITH COMPANY'S AGENT.

1. **LIMITED WARRANTY:**

- 1.1 **WHAT IS COVERED:** For one year from the date the installation is completed, Company shall replace or repair the System without charge to the Buyer, which is Company's only obligation under this warranty. Company reserves the right to substitute new or reconditioned parts of equal quality at time of replacement.
- 1.2 **HOW TO GET WARRANTY SERVICE:** Buyer should contact Company's service department at the address and telephone number hereinabove set forth, and fully describe the problem. Warranty service shall be provided on Monday through Friday, excluding national holidays,

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between the hours of 8:00 a.m. and 5:00 p.m. Emergency service is available at other times at Company's premium labor rate.

1.3 **EXCLUSIONS AND LIMITATIONS:** Except as set forth in paragraph 1.1, Company makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Company does not represent or warrant that the System may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. The warranty does not cover any damage to the System caused by accident, misuse, or unauthorized repair service or modification. **Company shall not be liable for consequential damages.** Buyer acknowledges: that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty; that Buyer is not relying on Company's skill or judgment in selection or furnishing a system suitable for any particular purpose and that there are no express warranties which extend beyond those on the face of the agreement hereof.

1.4 **STATE LAW:** Some states do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may also have other rights which may vary from state to state.

2. **INSTALLATION OF SYSTEM:** Buyer authorizes Company to install or cause to be installed the system set forth herein. Buyer warrants that it has full authority that it has full authority from the owner and/or other person in control of the premise to permit the installation of the System under all conditions set forth herein. Company is authorized to make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. Buyer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by Buyer after installation has commenced or required because of obstructions or obstacles will be at Buyer's expense. Buyer acknowledges and agrees that because of obstructions or obstacles wiring may be exposed in portions of the installation. Buyer shall at his own expense make any necessary repairs or changes to Buyer's premises as requested by Company to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of Company in writing within 10 days after completion of the installation; otherwise the installation shall be deemed satisfactory to and accepted by Buyer. Company assumes no liability for delay in installation of the equipment or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of Buyer, or for any other cause beyond the control of Company, and Company will not be required to supply service to Buyer while interruption of service due to any such cause may continue. Buyer authorizes the use of electric outlets required and necessary current through Buyer's electric meter for the installation and operation of the System. Buyer shall obtain and pay for all licenses, permits or other charges required by governmental authorities for the installation and operation of the System.

3. **ASSIGNEES/SUBCONTRACTORS OF COMPANY:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Buyer and shall have the further right to subcontract an installation, warranty, repair service or other services which it may perform. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Buyer with respect to said assignees and/or subcontractors with the same force and effect as they bind Buyer to Company.

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4. **MECHANIC'S LIEN:** Buyer acknowledges that he has received from Company a "Notice to Owner" in accordance with the **California Business and Professions Code** relating to the Mechanic's Lien Law. Buyer shall furnish Company with the name and address of the owner of the property if different than Buyer.
5. **DEFAULT BY BUYER; EXPIRATION, TERMINATION:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Buyer or his property, or if Buyer makes any assignment for the benefit of creditors, Company shall have the right to discontinue installation and warranty services and recover from Buyer all sums Company may be entitled to under the law. In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Buyer a delinquency charge in the maximum amount permitted by law.
6. **CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION; RISK OF LOSS:** The cost of any additions, changes and variances in the System as herein contracted for, or as originally installed, made at the request of, or made necessary or required by Buyer's action, or which may be deemed by any government agency, insurance interests, or inspection and ratings bureaus, are to be borne by Buyer. **BUYER ACKNOWLEDGES THAT BUYER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO BUYER.** All risk of loss or damage to the System shall be borne exclusively by Buyer whose obligations hereunder shall not be diminished by any such loss or damage.
7. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**
 - 7.1 It is understood and agreed: that Company is not an insurer; that insurance, if any, shall be obtained by Buyer; that the payments provided for herein are based solely on the value of the System and services as set forth herein and are unrelated to the value of the Buyer's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the System or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. Buyer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, or a failure to perform any of the obligations herein, including, but not limited to installation, warranty service, or repair service or the failure of the System to properly operate with resulting loss to Buyer because of, among other things:
 - 7.1.1 The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to detect or avert;
 - 7.1.2 The uncertainty of the response time of any police, fire department, paramedic unit, or others should they be dispatched as a result of a signal being received or an audible device sounding;
 - 7.1.3 The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Company's failure to perform or by its equipment to operate;
 - 7.1.4 The nature of the service to be performed by the Company.
 - Buyer understands and agrees that if Company should be found liable for loss or damage due from (I) failure of company to perform any of the obligations herein, including, but not limited to, installation warranty service, or repair service, (II) the failure of the service or equipment in any respect whatsoever, or (III) Company's active or passive negligence, Company's liability shall be limited to a sum equal to Five Hundred Dollars (\$500.00), as

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liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, servants, assigns, employees or subcontractors.

- 7.2 If Buyer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Buyer may obtain from Company a limitation of liability by paying an additional charge to Company. If Buyer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.
8. **THIRD PARTY INDEMNIFICATION:** When Buyer ordinarily has the property of others in his custody, or the System extends to protect others or their property, Buyer agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including defects in products, design, installation, warranty or repair service, operation or non-operation of the System whether based upon active or passive negligence, warranty, contribution, indemnification or strict or product liability on the part of the Company, its employees or agents, but this provision shall not apply to claims for loss or damage made during the installation arising from Company's sole negligence.
9. **SUBROGATION:** So far as it is permitted by Buyer's property insurance coverage, Buyer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Buyer's premises whether said claims are made by Buyer, his agents, or insurance company or other parties claiming under or through Buyer. Buyer agrees to indemnify Company against, and defend and hold Company harmless from, any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Buyer shall notify his insurance carrier of the terms of this provision.
10. **LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).
11. **ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.
12. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Buyer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

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13. INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain full force and effect.

14. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:
This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

15. COMPANY'S LICENSES:

15.1 ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, P.O. BOX 989002, WEST SACRAMENTO, CALIFORNIA 95798.

15.2 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Rod Sepulveda
Sales (ACE # 527490)

Date

Accepted

Date

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CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 21, 2024

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:

AWARD OF PROFESSIONAL SERVICES CONTRACT – SALT LAKE PARK ARCHITECTURAL SERVICES TO INFRASTRUCTURE ARCHITECTS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Services Contract for a not to exceed amount of \$282,000; and
2. Authorize the Finance Department to compensate contractors using ARPA with account number 787-8929-499.73-10.
3. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recreation building located adjacent to Florence Avenue in Salt Lake Park (SLP) was constructed decades ago. Over the last few decades, the building has undergone minor modifications to keep up with the recreational demands of the City. However, many elements such as the mechanical, electrical, plumbing, ADA compliance and structural elements have been extended well past their viable life span.

The City issued a contract to Crane Architecture in early 2022 to develop preliminary plans to solicit grant funding for the renovation of the SLP building. Those plans have assisted the City in securing funding through Federal and State grants. An architectural firm is needed to produce final plans, specifications and cost estimate to bid the work to the contracting community. A Request for Qualifications (RFQ) was approved by the City Council on May 21, 2024. Eight (8) proposals were received on August 21, 2024. Two (2) of the proposals were considered nonresponsive due to the fact they were not submitted in a timely manner. The remaining firms submitted similar proposals and are all qualified architectural firms. However, Infrastructure Architects submitted a responsive and

AWARD OF PROFESSIONAL SERVICES CONTRACT – SALT LAKE PARK ARCHITECTURAL SERVICES TO INFRASTRUCTURE ARCHITECTS

October 21, 2024

Page 2 of 2

responsible proposal and have done similar work for the City in the past. Their work has been responsive and well qualified for the selected work.

The selected firm will be tasked with developing a plan for modernizing the building to current recreational standards by preparing detailed plans, specifications and cost estimate.

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the RFQ. The total project cost is not to exceed \$282,000 and will be paid for using ARPA funds, account number 787-8929-499.73-10.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

GERARDO “GERRY” LOPEZ
Public Works Director

ATTACHMENT(S)

- A. Proposal Summary
- B. Proposal from Infrastructure Architects for the development of plans, specifications and estimate for the Salt Lake Park Recreation Building.
- C. Draft Professional Services Agreement

Attachment "A"

Request for Qualifications Architectural Services

Salt Lake Park				
Vendor	Rating	Cost	Submittal Date	Notes
RA-DA		\$ 282,760.00	8/21/2024	
PBK		\$ 285,000.00	8/21/2024	
IDS Group		\$ 295,382.00	8/21/2024	
Infrastructure Architects		\$282,000.00	8/21/2024	\$39,200
SMS Architects		\$ 482,040.00	8/21/2024	
BFK		\$ 499,460.00	8/21/2024	
HGA	N/A	N/A	8/21/2024	Non responsive and late - 2:45 P.M.
BOA Architecture	N/A	N/A	8/21/2024	Non responsive and late - 2:37 P.M.

Attachment "B"

City of Huntington Park, CA

Proposal for: Salt Lake Park Architectural Design Services

Submitted by:

Raymond Abassi, MSCE, PE, TE, QSP/QSD
Infrastructure Architects
100 Progress., Suite 110
Irvine, CA 92618
626.727.8777 | rabassi@iarchsocal.com | iarchSoCal.com

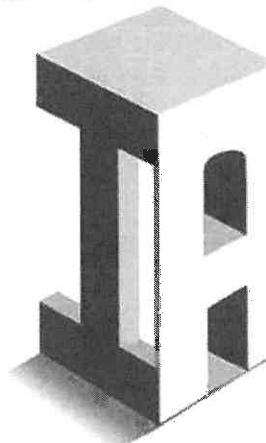
Submitted to:

Mr. Steve Forster
Community Development Director
City of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255

August 21, 2024



Infrastructure Architects, Inc.



CITY OF HUNTINGTON PARK
PROPOSAL for

**Architectural Services for
Remodel of The Building at the Salt Lake Park
PLANS, SPECIFICATIONS, AND ESTIMATE
(PS&E)**

August 21, 2024

PREPARED FOR:

City of Huntington Park

PREPARED BY:

iARCH

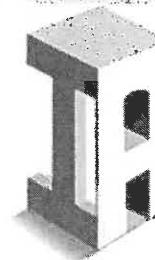


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Cover Letter

August 21, 2024

Attn: Mr. Steve Forster
Community Development Director
City of Huntington Park – City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Salt Lake Park Building Remodel

Dear Mr. Forster:

Infrastructure Architects, Inc. (The iARCH Team) was founded in California in 2017 and subsequently was incorporated in 2018. The iARCH team is excited to submit our professional architectural services proposal in response to the Request for Qualifications released by the City of Huntington Park ("City"). Our office serving this project is in the City of Irvine. We understand the city is seeking qualified architectural firm to provide technical professional services related to the design of plans, specifications, and engineer's estimate for the modifications to the HVAC and floor layout of the existing building at the Salt Lake Park project. Also, as a part of this project, we have a testing laboratory company on the team to take and test samples for Asbestos and Lead paint in the area of the building designated for improvement.

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

Our proposed architectural team is comprised of talented individuals who have over 150 years of cumulative architectural and engineering design expertise. This experience includes designing a wide variety of public and private development facilities.

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

As an Officer of the firm, I am authorized to bind iARCH to all commitments made in this proposal and to execute agreements. Our proposal will remain valid for 180 days from the proposal due date. After reviewing our qualifications, should you have any questions, please contact me as the principal-in-Charge, Ray Abassi, at (657) 226-3303, or by email at rabassi@iARCHSoCal.com.

Sincerely,

iARCH Consultants



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



Consultant's Background

The iARCH team members selected for this assignment have over 150 years of cumulative architectural and engineering design expertise. Our project manager, Mehran Golestan will be the point of contact for the project and will communicate with the city on all matters and he will take all directions from the city to ensure that there is clear and simple line of communication between our team and the city.

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

At iARCH, our team is responsible for project design, design development, construction document preparation/coordination, and construction administration. Our team is well versed in the California Building Code and will ensure the proper implementation of the code to this project. For any project, we meet weekly to go over tasks for the week and review schedules to ensure that we are current. Responsibilities include production of construction documents/drawings, coordination with consultants, client, and civic/government agencies. We attend meetings to provide progress of our work. We also manage plan approvals and construction administration, including managing all aspects of projects in construction and closeout phases, i.e., attending construction meetings, reviewing field conditions, field reports, preparation of architectural supplemental instructions, reviewing and responding to RFIs, drafting shop drawings, evaluating change order requests, and coordinating project activities with contractors. iARCH also coordinates with user groups and facilities/planning departments regarding problem solving on-site issues, review contractors project schedule, and submittal schedules.

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

Our Team's Experience Working for Municipalities

iARCH has specialized design experience executing new projects as well as renovation projects that include parks and building remodels for our clients, such as the cities of Adelanto, Baldwin Park, Bell Gardens, Hawaiian Gardens, Huntington Park, La Puente, Lynwood, and Montebello and more. For this project, we have 2 subconsultants. Shamim Engineering will provide the MEP design services and GET Structural will provide the structural engineering support. We have extensive work experience with both on multiple projects. We have also included EnviroCheck Testing Laboratories to provide the sampling, testing and analyzing for Asbestos and Lead Paint and they will provide a Report that will detail how to handle any possible contaminants during the construction.

Our focus is on incorporating established client standards with the latest design strategies to create spaces that are effective, with pleasing aesthetics and functionalities.

Company Information

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

Our Philosophy

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



Qualifications and Experience of Consultant's Personnel

iARCH team members have been working together on many projects and therefore, we know how to work together to deliver the best possible project in the least amount of time. For this proposal, we have selected a few sample projects, and each has some of the components that Salt Lake project will require. They have all been completed within the past 5 years.

City of Baldwin Park - City Hall Renovation – 2nd Floor

Engineering Division Redesign and TI improvements – The second floor of the City Hall houses the engineering division. The building was designed and built many decades ago. The layout of the engineering division did not match the current format of services for the city. Therefore, the city hired us to reimagine the engineering division to ensure the proper flow of work and customers when they arrive at the city for business. The new design is much more efficient and creates better workspace for the employees as well.

Timeline: July 2021 – December 2021

Reference: Mr. Sam Gutierrez, Public Works Director:
(626) 960-4011



Community and Transit Center, City of Lynwood, CA.

The city of Lynwood is in the process of upgrading the existing city owned facilities throughout the city. As a part of the renovation and improvement of the city facilities, the city contracted with Infrastructure Architect (iARCH) to envision a new Community and Transit Center that incorporates better **FUNCTION** based on the current needs of the community and the city staff and as well as more visually stimulating **FORM**. During the process of envisioning the reuse of the Community and Transit Center, iARCH staff held multiple meetings with the directors of the various departments, including the Public Works department, City Engineer and specially the Parks and Recreation Director to receive input as to the city's goals and aspiration for the center. After receiving directions through those meetings, iARCH staff visited the current Community and Transit Center and surveyed uses and as well as the current layout. After all the background work was completed, iARCH created a new concept that has gone through multiple reviews through all the departments, and it has resulted in a much-improved new center that is functionally superior and visually very Pleasing. We understand that the city has secured partial funds to design and build the new Community and Transit center in the near future.

Timeline: Design: July 2023 – Now

Construction Documents: 2025 & 2026

Projected Construction: 2026

Reference: Mr. Mark Flores

Parks and Recreation Director (310) 886-0426



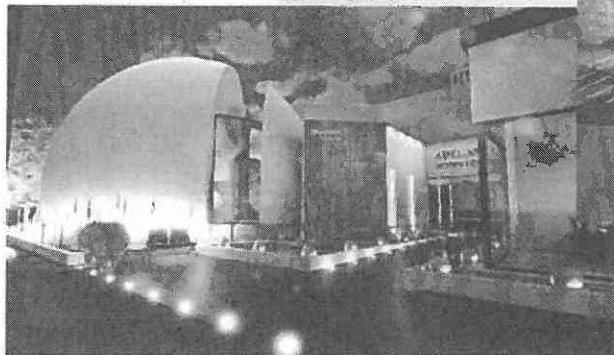
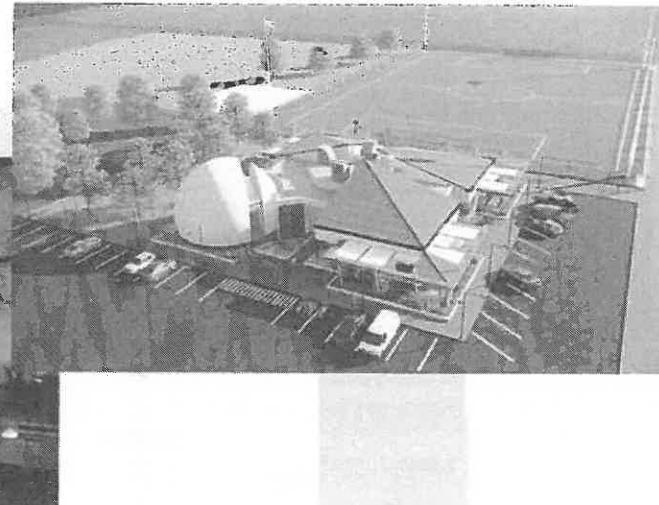
City of Adelanto Senior Center

Scope: The city of Adelanto currently owns a community/Senior Center that is old and dilapidated. iARCH was contracted to re-vision the project to a new and state-of-the-art center. After extensive interview with the stakeholders, including the city, iARCH came up with an innovative design that it possesses both form and function. This project has gone through the city process and now is being considered for funding. The city is hiring a grant writer to explore potential sources to build this Community/Senior Center.

Timeline: April 2022 – December 2022

Reference: Mr. Jessie Flores

City Manager: (760) 246-2300

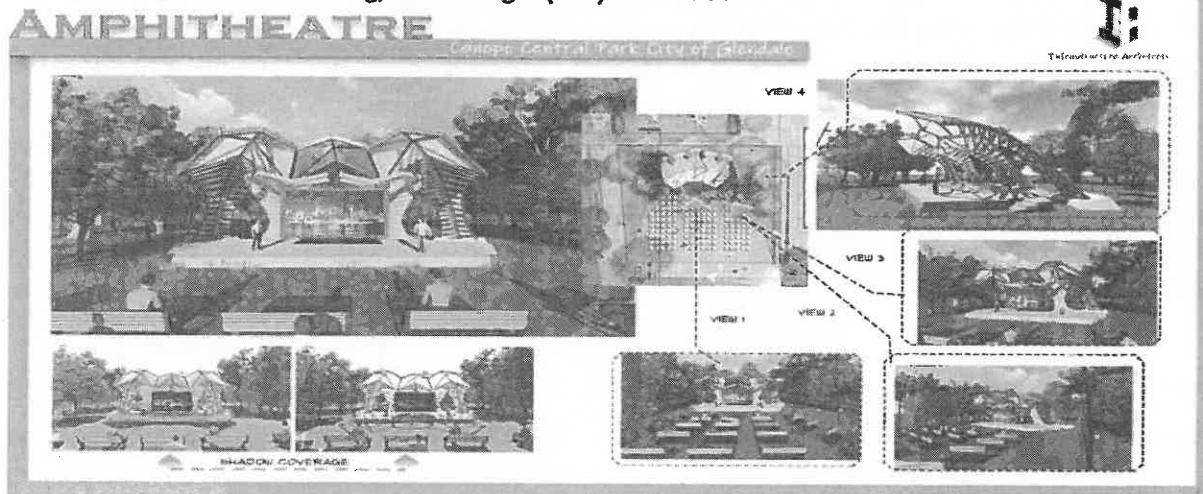


City of Glendale – Central Park Amphitheater Canopy Project

Scope: iARCH is contracted to provide a new design for the canopy for the city of Glendale Central Park. The scope includes coordination with the stakeholders in the community and with the city staff to ensure that the final project meets the approval of the stakeholders while creating an artistic monument. Furthermore, this project is viewed as a catalyst for the other improvements in the park. The project also included multiple presentations to the city to ensure buy in from all the stakeholders.

Timeline: October 2023 – current

Reference: Mr. Eric Sterling, DVD Design: (714) 641-1300

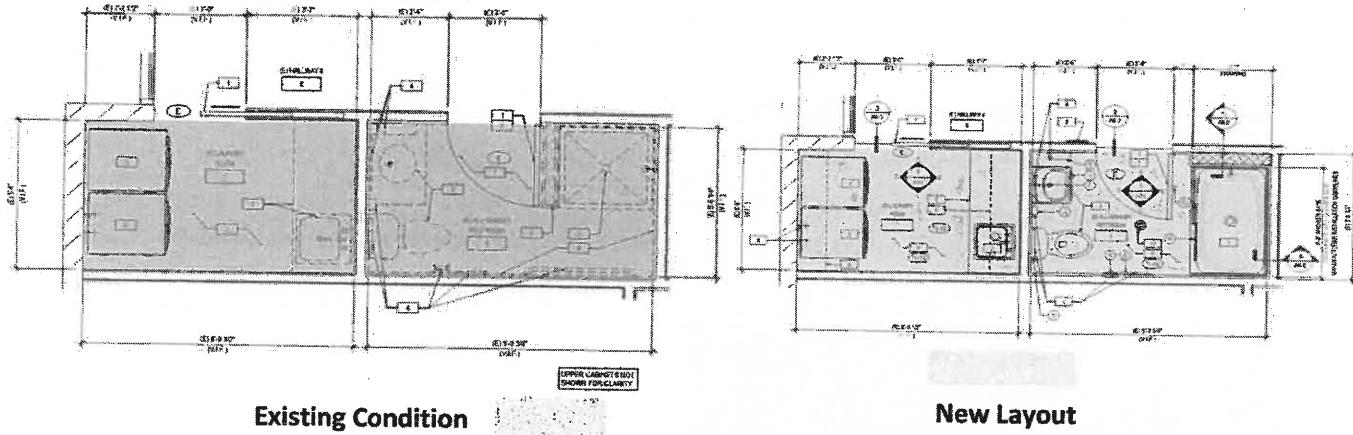


City of Adelanto - Fire Station #322 Remodel

The City of Adelanto contracted iARCH to upgrade some of the existing elements in the building including the replacement of the existing showers with larger shower facilities and completely remodel all the restrooms and to ensure that all the new facilities are ADA compliant.

Timeline: December 2022 – Now

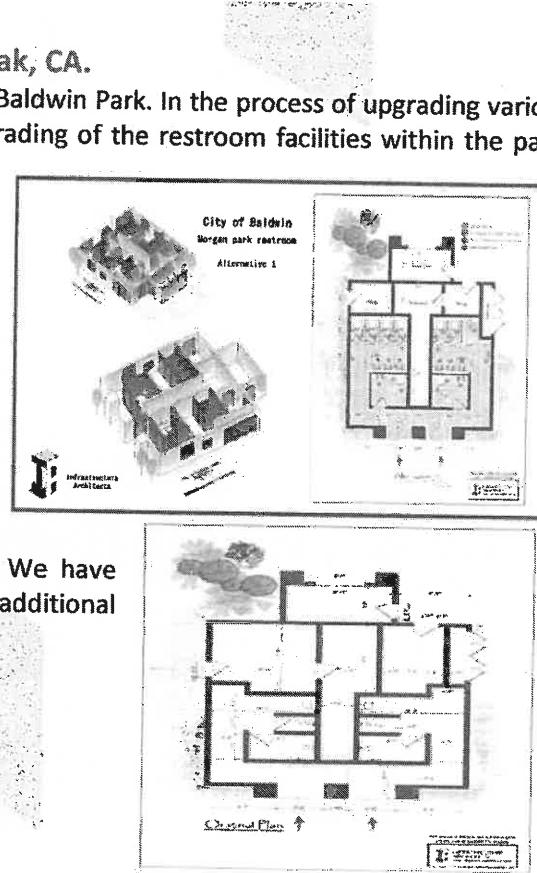
Reference: Mr. Jessie Flores, City Manager: (760) 246-2300



Morgan Park Restroom, City of Baldwin Park, CA.

Morgan Park is a major and Central Park in the city of Baldwin Park. In the process of upgrading various facilities in the park, city staff has prioritized the upgrading of the restroom facilities within the park. Although it is a small task in the scope of work, the city has taken a painstaking process to ensure that the result is a catalyst for the improvement of the rest of the park. We have met with the city staff on multiple occasions to review the proposed layout and as well as the material that will be used for the new and improved restrooms in the City Park. The client has requested that the proposed improvements to also include all ADA requirements.

Below is our concept design. We have provided fixtures quantity as required by code and convenience. The proposed space is ADA accessible. We have revised the location of the security gate to allow additional clearance and better flow.



Timeline: August 2023 – Now

Reference: Mr. Manny Carrillo,

Parks and Recreation Director (626) 813-5245

Project Approach

We understand the city wishes to upgrade the existing building which is used for park and recreation purposes at the Salt Lake Park to create a better floor layout for the intended use while updating and renovating the existing HVAC & facilities. Additionally, the new design will also improve the accessibility for the disabled persons.

The general objective of the project is to 1) Evaluation of the existing building, 2) Evaluation of the “real” cost of suggested improvements, 3) Preparation of an architectural floor plan, 4) Evaluation of possible locations of contamination, 5) Itemized list of improvements, 6) Develop complete plans, specifications and estimate for public bidding purposes.

iARCH team will evaluate and explore the existing HVAC for the building & examine the layouts for the various uses in the building, the existing amenities, equipment, the flooring, walls and ceiling materials and other related amenities. In general, we will accomplish the following scope of work.

- Environmental Testing: We have included EnviroCheck, Inc., an environmental testing laboratory on our team to visually inspect the building and estimate the number and type of sampling that they need to take to identify and then create a base understanding of any environmentally sensitive material inside the building. Once the locations of asbestos and lead based paint is identified, then EnviroCheck will provide a detailed report on the proper removal and disposal of each material. The report will be shared with the city and it will be used to create the proper removal and disposal for the said material, as a part of our PS&E package.
- New Interior Lighting: We will examine the current lighting and evaluate the options. Upon selection of areas in need of new lighting, we will design the new lighting for those areas that will comply with the new title 24.
- Walls: We will inspect all the wall surfaces and propose new wall material for the new wall surface. We normally propose multiple alternatives with pros and cons for each and guide the city on selecting the most appropriate material that meets the city's requirements.
- Ceiling Tiles: We will examine the existing tiles to be removed. We will present the available new ceiling tile options to the city to choose from.
- Flooring: We will examine the flooring throughout the park and recreation building, and we'll present a range of options of flooring which we expect that it would be a combination of the existing flooring that the city wishes to keep and install new flooring to replace the old and dilapidated flooring throughout.
- Room Layouts: Following our site survey and specially based on directions received from the city, we will propose strategies to improve the intended use of the building while creating connectivity throughout the building to create better layout and flow, both for the city employees and the park and recreation visitors.
- Front lobby: The front lobby is old, and it appears that it requires redesigning to introduce new technological improvements and better layout and materials, while keeping any existing features that can be incorporated in the new design. We will present our findings and new design to the city and upon receiving directions, we will incorporate the approved elements and layout in the plans.
- HVAC System: Our subconsultant, Shamim Engineering, will examine the HVAC system to study the existing system and propose replacement of all or some of the HVAC system to ensure proper and efficient cooling and heating within the project area. The said work will be accomplished in three (3) phases. Phase 1 will be System and Facility Assessment to examine and recommend a suitable replacement for the portion of the current HVAC system earmarked

for replacement. Once the assessment is completed, we will start phase 2 which consists of schematic design recommendation for the new system. Upon review and approval of the proposed new HVAC system by the city, phase 3 will begin. During this phase, we will provide complete design and construction documents for the proposed system.

Generally, our approach to the project design will be as follows:

Task 1 – Conduct Field Review and Surveys

iARCH will collect the current condition at the Salt Lake Park & Recreation building through data collection, field reconnaissance, measurements, architectural/engineering as-built plans, layouts, typical sections, and construction details necessary to construct the proposed improvements.

Task 2 – Prepare Pre-Design Plans for Construction

iARCH will prepare design plans that comply with the scope of work in this proposal and any approved subsequent revisions by the city. We have included the various tasks involved in preparing the designated improvement plans for the Park and Recreation building at Salt Lake Park. Once completed, we will submit the construction documents for the city's review. The said plans will be prepared that will show the general scope of the changes and give the city the opportunity to examine and provide input. Additionally, we will submit the findings of the environmental sample testing with the associated action plan to address the removal and proper disposal of the said contaminated materials from the Park and Recreation building.

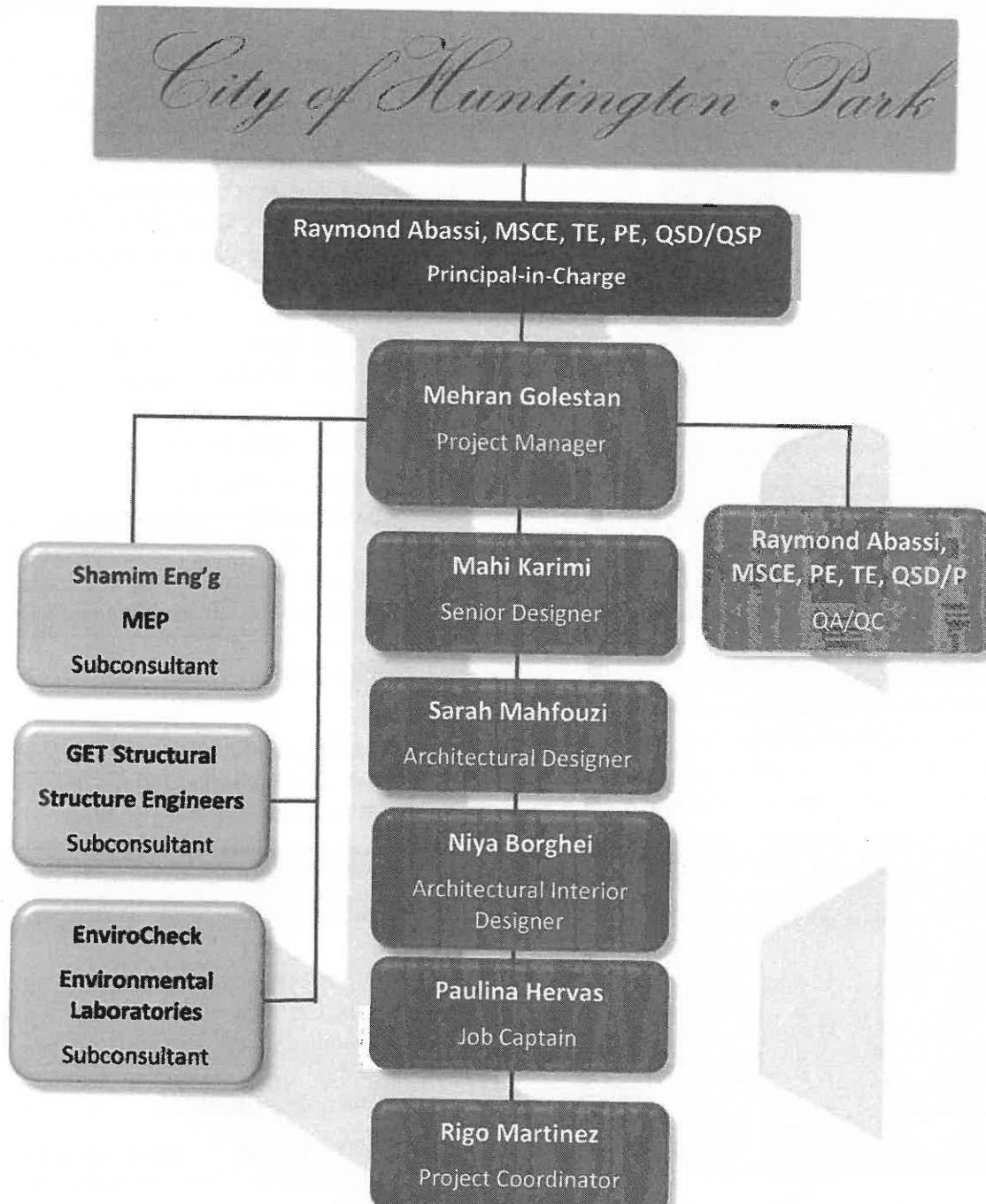
Task 3 – Project Plans, Specifications and Estimate Submittal

Upon the city's input, iARCH will reflect the requested modifications to the plans and will submit the 60% and 90% Plans, Spec and Estimate. At each submittal, we will address any city's comments and once the city accepts the plans, Spec and Estimate, we will submit the final signed and sealed plan, spec and estimate to the city for public bidding. All the environmental documents will also be incorporated in the final submittal.

Optional Task 4 – Bid Support & Construction Support Services

Once the PS&E is approved and the city advises the package for bidding by the contractors, upon city's directions, our team stand ready to provide support services during the Bid Process and during the construction.

Proposed Key Personnel



Raymond Abassi – Principal-in-Charge

Education:

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

Registrations/Certifications:

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

Years of Experience: 35+

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

Chesley Park, City of Huntington Park, CA.

Ray was the principal-in-Charge and the Program Management responsible for providing project management and some design help for the preparation of the construction documents for the project. The project's design and construction for Phase 1 were completed on schedule and within the budget. The project is now going through the bid process.

Bellflower Park, City of Adelanto, CA.

Ray was the principal-in-Charge and the Program Management responsible for providing project management and civil and traffic engineering input for this new project. iARCH was hired to provide the City with the concept design for the park in order for the city to use the concept to go after funding.

Mehran Golestan – Project Manager

Education:

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

Years of Experience: 37

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

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

and regulatory requirements. From 2011 to 2017 Mehran held the positions of the board of director and lecturer at TAFE, Box Hill Institute, Australia based in Tehran.

Shamim Engineering – Kevin Shamim – MEP Project Manager

- A.M.U.T. University, B.S.M.E.
- University of Southern California, M.S.M.E.

Certifications: Registered Mechanical engineer in states of California, Nevada and Oregon. Heat Transfer & Thermodynamics Plumbing System Design. from U.C.L.A.

Responsible for design, coordination, and management of all aspects of the firm's projects, including fire protection, mechanical, plumbing engineering with over 25 years of experience in mechanical and plumbing engineering.

1. *La Cienega / Wilshire Beverly Hills, California - 5 story office building remodel*
2. *Algert Property Downtown Los Angeles - 8,000 sq. ft., 2 story building, mechanical, and electrical.*
3. *Fullerton Center Fullerton, California - 10,000 sq. ft. office building, electrical*
4. *322 W. Compton Blvd. Compton, California - 17,000 Sq. ft. office building, electrical*
5. *10436 Santa Monica Los Angeles, California - 30,000 sq. ft., 3 story office shell & tenant improvement, electrical,*

Quality Control

The iARCH team has the following Quality Assurance and Quality Control Procedure (Q/A and Q/C) which has been followed to provide services to the clients.

Quality assurance and quality control (QA/QC) are top priorities for iARCH. Producing construction and compliance documents of the highest caliber is our forte. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet stringent criteria.

The iARCH management appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the City's expectations and will provide clear understanding to your staff and constituency of all related requirements.

Key elements of our quality control are the assignment of skilled personnel who are experienced in discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

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

REFERENCES

The iARCH references for this project is as follows:

Community & Transit Center Conceptual Design, Lynwood, CA - 2023

Mr. Mark Flores

Parks & Recreation Director (310) 886-0426

New Sr. Center Conceptual Design, Adelanto, CA - 2023

Mr. Jessie Flores

City Manager (760) 246-2300

Morgan Park Restrooms Remodel - 2023

Reference: Mr. Manny Carrillo,

Parks and Recreation Director (626) 813-5245

PROJECT SCHEDULE

City of Huntington Salt Lake Park & Recreation Building Remodel												
Tasks	September		October		November		December		January		February	
	1	2	3	4	1	2	3	4	1	2	3	4
DESIGN PHASE												
Contract Award - September 3, 2024	●											
Contract Execution Process												
NTP/Kick Off Meeting		●										
Site Inspection and visual Survey												
Research & Base Map Development												
Site Environmental Review and Sampling												
Prepare Preliminary Plans												
Submit Preliminary Plans												
City Review												
Prepare Pre-final PS&E												
Submit Pre-final PS&E												
City Review												
Prepare Final PS&E												
Submit Final 100% PS&E												

Proposal for Architectural Services for Remodel of Salt Lake Park
City of Huntington Park – August 21, 2024

Fee Schedule/Cost Proposal

iARCH's "Fee Schedule/Cost Proposal" and "2024-2025 Hourly Rate Schedule" is submitted in a separate sealed envelope, as required by the RFP.

Attachment C



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **17th day of September 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") Infrastructure Architects Hereinafter, ("CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **September 17, 2024, to June 30, 2025**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$282,000** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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:

Infrastructure Architects
100 Progress, Suite 110
Irvine Ca., 92618
Attn. Raymond Abassi

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:

CONSULTANT, INC.:

By: Ricardo Reyes, City Manager

By: Raymond Abassi, CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

INFRASTRUCTURE ARCHITECTS.

ITEM 3

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



October 21, 2024

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:

AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR ON AND OFF-STREET PARKING DATA COLLECTION PERSUANT TO MEASURE PP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Service Agreement for the Collection of On and Off-Street Parking Data to CR Associates in an amount of \$108,555; And
2. Authorize the City Manager to execute the agreement on behalf of the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In March of 2024, ballot measure PP was overwhelmingly approved by the voters of Huntington Park. The measure PP title was listed on the ballot as the "Huntington Park Street Parking, Public Safety, Clean Neighborhood Improvement Measure". Included in the ballot language is the question; "shall Huntington Park be directed to conduct a citywide study to develop, implement and enforce a parking permit program on public streets to improve residents' quality of life?" In April of 2024, the City Council approved by ordinance the results of measure PP as written.

On August 5, 2024, the City Council authorized a request for proposal (RFP) to qualified firms to provide on and off-street parking inventory data within the City's jurisdictional boundaries. On September 10, 2024, two (2) proposals were submitted. The proposals received were from Dixon Resource Unlimited and CR Associates. The fees for data collection were \$61,235 and \$108,555 respectively.

AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR ON AND OFF-STREET PARKING DATA COLLECTION PERSUANT TO MEASURE PP

October 21, 2024

Page 2 of 2

An analysis of the proposals indicates variations in the methodology and approach to data collection as follows:

- CR associates included public outreach as a vital component to manage the potentially contentious nature of parking within the City. Dixon did not include public outreach.
- CR Associates proposed a detailed GIS-based parking inventory. Dixon proposed to update existing inventory and assumed the City already had an inventory.
- CR Associates accounted for vehicles parked in driveways that would potentially move to the street later. Dixon accounted for only on street parking.
- CR Associates proposal includes in field data collection and public feedback. Dixon proposed to use license plate readers (LPR) and dashboard collection.

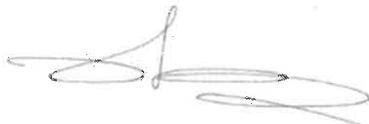
FISCAL IMPACT/FINANCING

The fiscal impact of the Measure PP parking implementation has not been fully analyzed. The data collection is the first step in developing the program which would return to the City Council for approval with a real cost recovery analysis included. The account for the payment to the selected vendor would come from 111-9010-419.56-41.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

Attachment "A" Proposals from Dixon Resources Unlimited and CR Associates

Attachment "B" Draft PSA

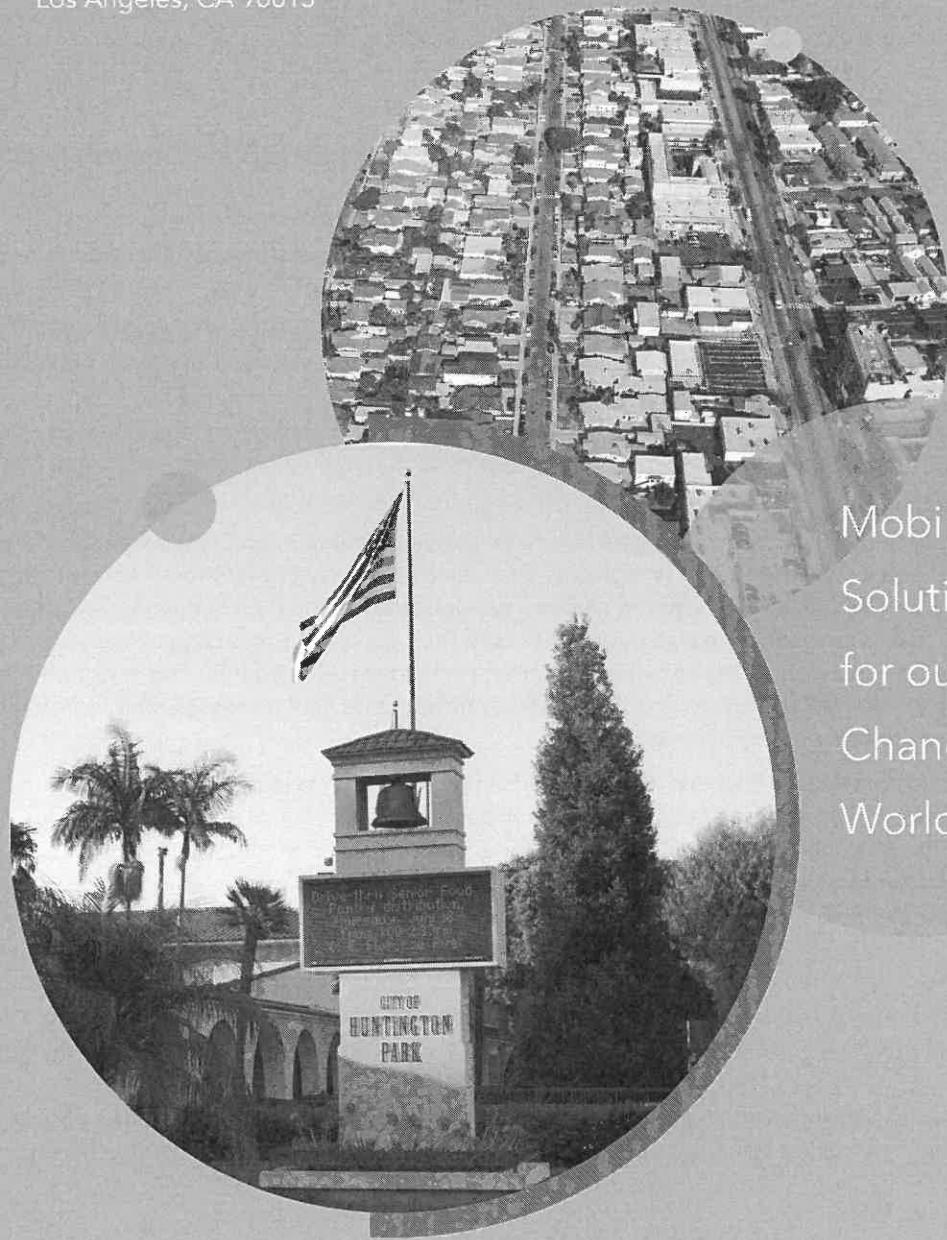
Attachment A

September 10, 2024 • 2:00 PM



714 W Olympic Boulevard, Suite 609
Los Angeles, CA 90015

PROPOSAL



Mobility
Solutions
for our
Changing
World

CITY OF HUNTINGTON PARK

**PROFESSIONAL SERVICES FOR
ON AND OFF-STREET PARKING STUDY**

Attachment A

1. Cover Letter

September 9, 2025

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

RE: RFP - City of Huntington Park Professional Services for On and Off-Street Parking Study

Dear Steve Forster and Members of the Evaluation Panel:

Chen Ryan Associates, Inc., dba CR Associates (CRA), is excited for the opportunity to submit this proposal to provide consulting services for the City of Huntington Park On and Off-Street Parking Study. Our firm features strong parking qualifications and expertise, having previously delivered many parking studies and parking management plans, in-lieu fee studies, facility performance evaluations, residential parking district studies, and various other parking needs assessments for clients, both public and private, throughout Southern California.

As your partner for the duration of the contract, CRA will deliver high-quality work products and ensure the commitment of dedicated staff. I, Phuong Nguyen, TE, will serve as the Project Manager, overseeing the Quality Assurance/Quality Control, allocation of resources, and will be the main communication liaison between our firm and the City. Jonathan Sanchez, PE, TE, PTOE, will serve as the Deputy Project Manager, leading the data collection, and parking analysis. Jonathan and I have worked together for over 10 years, developing seamless communication and great team chemistry, which is shown in our work products.

We recognize the City is facing significant parking challenges due to its dense population and limited parking availability. Street parking is in high demand and frequently exceeds capacity. The City has already implemented several strategies to improve parking efficiency, including parking "T" striping and the Randolph Residential Only Parking Program. The CRA aims to build on these efforts by developing an overnight residential parking permit program, divided by zones or neighborhoods, to ensure equitable access to public on-street parking for all residents. This program may be supplemented with additional time limit restrictions to promote parking turnover, as well as new parking enforcement technologies to enhance efficiency, if deemed appropriate.

We have helped our municipal clients evaluate and optimize the performance of their parking infrastructure and develop implementable policies, all while maintaining an eye toward accommodating future mobility and land use plans. We leverage a variety of innovative tools and techniques to maximize efficiency while maintaining quality and accuracy, examples include cloud based Automated License Plate Recognition (ALPR) for data collection, smart GPS equipped measuring wheels for parking inventory documentation, custom "Streetview" for parking inventory validation, and a GIS based "Destination-Based Occupancy" approach for determining parking availability within walking distance of each parcel. We are experienced with the latest parking technologies and can seamlessly integrate them into our processes. Additionally, we have evaluated and implemented smart parking solutions such as dynamic pricing, curbside management, and remote enforcement. Our detailed proposal on how these tools will be utilized for the City is provided in the following sections.

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

Sincerely,

CR ASSOCIATES



Phuong Nguyen, TE
Project Manager, Vice President / Authorized Representative
Email: Pnguyen@cramobility.com
Phone: 619-756-3868
Address: 714 W Olympic Boulevard, Suite 509
Los Angeles, CA 90015



Monique Chen, TE
Principal-In-Charge

2. Consultant's Background

CRA is a local Southern California firm with office located in Los Angeles and San Diego. We will provide the city with exceptional project management, and conduct the services of the contract, including parking inventory, parking data collection to support an overnight parking restriction program, determination of a potential residential parking permit program, and prepare a parking report providing recommendations.

Our firm has successfully completed numerous parking studies for jurisdictions throughout Southern California, including for the City of West Hollywood, City of Carlsbad, City of Chula Vista, City of Encinitas, City of San Diego, City of La Mesa, the Unified Port District of San Diego, as well as for multiple parking districts and numerous private clients. Our key staff's qualifications and experience are highlighted in the following section.

Founded in 2011 by two long-time friends Monique Chen and Sherry Ryan, Chen Ryan Associates is a certified Disadvantaged and Small Business Enterprise (DBE and SBE). Among our clients, our company is valued for being innovative, delivering high-quality work, and providing cost-effective services. We are dedicated to keeping projects on schedule and within budget, while exceeding expectations.

Over the last 13 years our staff has successfully completed parking studies in urban and suburban environments of varying scales for jurisdictions throughout the Southern California region. Our previous parking experience includes various types of parking utilization and turnover studies. A list of our recent public sector parking experiences is provided in the inset.

- The CRA team has developed and applied innovative approaches to conduct parking data collection and analysis. Examples include:
- Tailored GIS applications for parking inventory verification
- Customized Automatic License Plate Recognition (ALPR) for parking occupancy and turnover analysis
- CRA Streetview platform (similar to Google Streetview) to provide up-to-date inventory
- GIS-based parking credit availability calculation
- Destination-based approach to parking analysis (further described in the Project Approach section)

These approaches have been utilized in many recent parking studies, including those shown below.



Parking Experience

- ▶ Village, Barrio, and Beach Area Parking Study (2021-2024) City of Carlsbad
- ▶ Encinitas Cardiff Downtown Leucadia Parking Study (2022 – 2024) City of Encinitas
- ▶ Carlsbad Planning On-Call/As-Needed Parking Services (2021 - Present) City of Carlsbad
- ▶ San Ysidro Community Parking District Study (2023) City of San Diego
- ▶ San Diego Metropolitan Transit System (MTS) Parking Study (2023) MTS
- ▶ Kearny Mesa Parking Study (2022) City of San Diego
- ▶ West Hollywood As-Needed Parking Services (2019-2024) City of West Hollywood
- ▶ Downtown Chula Vista Parking Study, (2018-2022) City of Chula Vista
- ▶ City of Encinitas Coastal Mobility & Livability Parking Study (2018) City of Encinitas
- ▶ Tuna Harbor Parking Utilization Study (2018) Port of San Diego
- ▶ San Diego Bayside Performance Center Parking Management Plan (2018) Port of San Diego
- ▶ SANDAG Bayshore Bikeway Barrio Logan Segment Preliminary Engineering – Federal Project No. ATPL-6066 (129) Parking Study San Diego Association of Governments (SANDAG)
- ▶ Hillcrest Parking Management Plan (2017) Uptown Community Parking District
- ▶ South Bankers Hill Residential Permit Program (2017) Uptown Community Parking District

➤ CARLSBAD PARKING MANAGEMENT PLAN AND RIGHT-OF-WAY FEE UPDATE

– Carlsbad, California

CRA served as the prime consultant for this contract which included updating the Village Barrio, and Beach Area Parking Management Plan, Village & Barrio Master Plan, and Existing Right-Of-Way Use Permit Fee Program. This effort also consisted of conducting the 2023 Village, Barrio, and Beach Area Parking Survey, including a field-verified update to parking inventory and identification of existing curb cafes. Based on the findings of the parking survey, CRA worked closely with the city to develop recommended parking management strategies to improve the parking conditions within the study area.



➤ SOUTH BANKERS HILL RESIDENTIAL PARKING PERMIT STUDY – San Diego, CA

CRA prepared a residential parking permit study for the South Bankers Hill neighborhood on behalf of the Uptown Community Parking District. Bankers Hill is adjacent to Downtown San Diego and itself has a dense built environment with a variety of commercial and residential land uses. The neighborhood's reliance on an on-street parking supply plus its proximity to Downtown and the San Diego International Airport generates a variety of parking-related hardships experienced by its residents. As a part of this effort, CRA analyzed the community to determine the boundary extents of a possible residential parking permit area which would meet the residential parking permit area eligibility criteria set forth by the City of San Diego. Using a GIS and land use data, multiple boundary area alternatives were considered to determine the extents of the largest area possible within the community which could possibly meet the City's criteria. The criteria included having a required 90% residential composition, a minimum of 500 residential dwelling units occupying a minimum area of six contiguous block faces.

To further support the need for a residential parking program, parking supply and related attributes such as meter rates and enforcement periods were inventoried within the community, and subsequently the parking occupancy and parking turnover conditions were collected and analyzed. The report issued recommendations on how to structure a potential residential parking permit area (which blocks to implement restrictions and proposed enforcement times) which would help maintain residential parking supply while also ensured adequate supply for businesses within the area.

➤ WEST HOLLYWOOD PARKING STUDY AND AS-NEEDED PARKING SERVICES

– West Hollywood, California

CRA is assisting the City of West Hollywood with consulting services that include parking management studies for two commercial parking districts within the City. The study entails monitoring the parking supply, occupancy, and enforcement, and updating the in-lieu fee programs for each parking district. To study parking occupancy, CRA's Destination-Based Occupancy technical approach was used to analyze parking occupancy and supply availability within the districts. This approach was also used to optimize the siting of signage directing visitors to parking options and Electric Vehicle (EV) charging stations. The study is part of a five-year contract with biannual updates to reflect changes in mobility patterns. Additional components include app-based parking reservation evaluation and implementation, parking district expansion evaluation, and next-gen technology evaluation.

➤ DOWNTOWN CHULA VISTA PARKING MANAGEMENT STUDY – Chula Vista, California

CRA worked with the City of Chula Vista on the Downtown Chula Vista Parking Study. The project evaluated existing parking demand and excess public parking capacity within the Downtown's parking district area, using CRA's Destination-Based Occupancy approach to analyze parking occupancy and supply availability. The Destination-Based Occupancy analysis and its corresponding exhibits were critical in helping to inform both the public and decision makers about the pros and cons of different parking and land use scenarios.

Additionally, the outputs from the analysis enabled existing and future hotspots to be identified, taking into account the off-site parking demand from future development. This hotspot data was used to identify future locations where additional parking facilities may be needed, to inform the pro-formas of potential new parking facilities, and to update the City's In-Lieu fee program to ensure that future parking demand can be met both physically and financially.

Attachment A

3. Qualifications and Experience of Consultant's Personnel

CRA is excited to present the credentials and relevant experience of the project team assembled to execute a comprehensive parking inventory and the evaluation of an overnight parking permit program for the City of Huntington Park. This highly skilled team, led by Phuong Nguyen as Project Manager and supported by Jonathan Sanchez as Deputy Project Manager, brings together a wealth of experience in transportation engineering, parking management studies, data collection, and analysis.

The combined expertise of Phuong Nguyen, Jonathan Sanchez, Cristian Belmudez, and Sasha Jovanovic ensures that the Huntington Park parking inventory and permit program will benefit from a team with deep experience in similar large-scale parking management projects. Our team has successfully executed parking studies for cities across California, including Chula Vista, West Hollywood, and Carlsbad, each involving comprehensive parking data collection, analysis, and strategic recommendations tailored to meet both current and future demand. Our team experience with similar projects and our organization chart is provided below.

City of Huntington Park



EXPERIENCE WITH SIMILAR PROJECTS

South Bankers Hill Residential Parking Permit Study: This study mirrors the goals of the Huntington Park project, involving a comprehensive inventory of parking resources in a mixed-use neighborhood. Our team was responsible for identifying critical parking shortages and recommending solutions that balanced residential and commercial needs, including an overnight parking permit program. The study provided the foundation for establishing a Residential Parking Permit (RPP) area, helping mitigate the impact of non-resident commuters on neighborhood parking availability, a challenge similar to that faced by Huntington Park.

Downtown Chula Vista Parking Management Study: Similar to Huntington Park's needs, this study evaluated the current parking inventory, evaluated the existing residential parking permit program, and developed strategies to optimize parking supply and demand. Recommendations include strategies to fairly balance residential and business parking needs, right-size the parking district, and a pro-forma to ensure the viability of the parking management program.

City of West Hollywood Residential Parking Permit Program: In this ongoing project, our team is working with the City of West Hollywood to manage parking within its multiple parking districts. The project involves continuous monitoring of parking supply and demand through innovative techniques such as GIS network analysis, Automatic License Plate Recognition (ALPR) data collection, and evaluating the efficiency of the parking enforcement program for each of the residential parking districts. A key aspect of the project is evaluating parking occupancy and turnover and adjusting in-lieu fee programs to accommodate future demand. The advanced methodologies developed in this study, including destination-based occupancy analysis, will be applied to the Huntington Park project, ensuring that public and private parking spaces are optimally utilized while accommodating future growth.

These projects highlight our team's ability to handle parking challenges similar to those in Huntington Park. By leveraging the lessons learned and methodologies applied in these previous studies, we are confident in our ability to deliver an effective and sustainable parking solution tailored to the needs of Huntington Park.

Key Personnel	Biography and Relevant Experience
 <p>Phuong Nguyen, TE Senior Transportation Engineer Years of Experience: 17 BS, Civil Engineering, San Diego State University Accreditation: Traffic Engineer, California #TR2660 Office Location: San Diego, CA & Los Angeles, CA</p>	<p>Phuong Nguyen has extensive experience managing large-scale parking studies and transportation projects. As Project Manager, Phuong has led numerous parking inventory and management studies, including the development of innovative solutions such as using mobile mounted wide-angle cameras to collect parking data quickly and efficiently, developing custom cloud-based ALPR to process parking inventory, and combining smart measuring wheel (GPS equipped) with ESRI GIS data collector to efficiently transcribe field data directly into a GIS database. His leadership in the West Hollywood Parking Study and the South Bankers Hill Residential Parking Permit Study demonstrated his ability to navigate the complexities of balancing residential and commercial parking demands in mixed-use urban environments. His expertise in applying advanced data collection techniques, including ALPR, high mount 360 Streetview camera to monitor parking behaviors, time lapse camera deployments, and drone-based monitoring ensures a comprehensive approach to data collection and analysis for Huntington Park. Phuong's role will be to oversee all aspects of the project, ensuring that the goals of the parking inventory and overnight permit program are achieved efficiently and in alignment with the City's requirements. Experience includes:</p> <ul style="list-style-type: none">➤ West Hollywood Parking Study: Managed parking management studies for multiple parking districts, employing destination-based occupancy analysis and next-generation technology for app-based parking reservations.➤ Downtown Chula Vista Parking Management Study: Led a comprehensive evaluation of public parking demand and supply within Chula Vista's downtown parking district, incorporating Electric Vehicle (EV) charging station siting and in-lieu fee program updates.➤ South Bankers Hill Residential Parking Permit Study: Led a comprehensive evaluation of the parking conditions, best practice review, community survey, and pro-forma to support the overnight residential parking permit program.

Attachment A

Key Personnel



Jonathan Sanchez, PE, TE, PTOE

Senior Transportation Engineer

Years of Experience: 10

MS, Civil (Transportation) Engineering, San Diego State University; BS, Civil Engineering, San Diego State University

Accreditation: Professional Engineer (Civil), California #91776, Traffic Engineer, California #TR2957, Professional Traffic Operations Engineer (PTOE) #5042

Office Location: San Diego, CA & Los Angeles, CA



Sasha Jovanović, AICP

Lead Parking Analyst

Years of Experience: 16

Master of City Planning, San Diego State University; BA, Sociology and Metropolitan-Urban Studies, Augsburg University

Accreditation: American Institute of Certified Planners (AICP), #31753

Office Location: San Diego, CA & Los Angeles, CA



Cristian Belmudez

Transportation Engineer

Years of Experience: 5

BS, Civil Engineering, San Diego State University

Biography and Relevant Experience

Jonathan Sanchez is a seasoned transportation engineer with a decade of experience across a range of transportation and parking studies. He is highly skilled in managing traffic operations data, collision analysis, and corridor studies. Jonathan brings significant experience in parking management from his role as Senior Traffic Engineer on the **Encinitas Parking Study** and the **El Camino Real Specific Plan Parking Study**, where he oversaw data collection and analyzed parking demand under varying conditions. As Deputy Project Manager, Jonathan will work closely with Phuong to ensure technical accuracy and coordinate fieldwork, data processing, and reporting. Experience includes:

- ▶ **El Camino Real Specific Plan Parking Study:** Traffic Engineer responsible for analyzing existing parking capacity and forecasting future parking demand for Chula Vista's downtown area. Assisted in updating the City's In-Lieu Parking Fee program.
- ▶ **Downtown Chula Vista Parking Management Study:** Traffic Engineer responsible for analyzing existing parking capacity and forecasting future parking demand for Chula Vista's downtown area. Assisted in updating the City's In-Lieu Parking Fee program.

Sasha Jovanovic, an experienced transportation planner, specializes in parking analysis and mobility studies. As Parking Analyst, Sasha has provided in-depth analyses of parking demand and capacity for several parking districts across California. His analytical skills are particularly valuable in studying the impact of external factors on parking demand, such as outdoor dining spaces and changes in transportation patterns. For the **Downtown Chula Vista Parking Management Study**, Sasha's work was instrumental in evaluating the existing parking infrastructure and developing models to predict future demand. Experience includes:

- ▶ **G Street Tuna Harbor Parking Study:** Monitored parking demand over a 16-month period, providing key insights into seasonal and daily parking patterns, analyze parking data to determine the effectiveness of the "fishing vessel crew only" parking permit program, and provide recommendations to balance between fishing vessel crew and the general public parking needs.
- ▶ **Downtown Chula Vista Parking Management Study:** Analyst responsible for evaluating parking demand and developing recommendations for parking management based on future development scenarios.

Cristian Belmudez, a proficient data collection specialist, brings five years of experience in traffic operations and parking studies. As Data Collection Lead, Cristian has spearheaded data-driven projects, ensuring that precise and comprehensive information is collected to inform project recommendations. His expertise in ALPR and the use of 360-degree vehicle-mounted cameras has proven invaluable in previous projects, ensuring the accuracy of parking occupancy data and identifying critical trends in parking usage. For the **Downtown Carlsbad Parking Management Study**, Cristian led the team in assessing parking turnover and supply using real-time data, a skill set he will apply to the Huntington Park project. His role will include managing all data collection activities and providing QA/QC of field data, ensuring that both public and private parking spaces are thoroughly inventoried. Experience includes:

- ▶ **Carlsbad Planning On-Call/As-Needed Parking Services:** Lead on data collection efforts to assess parking impacts from outdoor dining spaces and future parking structure development.
- ▶ **West Hollywood Parking Study:** Led data collection for a parking management study, utilizing GIS network analysis to optimize parking occupancy and supply.

4. Project Approach

CRA's approach for conducting a comprehensive parking inventory and evaluating the implementation of an overnight parking permit program for the City of Huntington Park is built on a combination of advanced data collection methods, community engagement, and best practice research. This strategy is designed to provide the City with a detailed understanding of its parking capacity and demand, which will inform development of a successful overnight parking permit system that effectively meets the needs of residents and businesses. The combined approach, leveraging both public input and data-driven techniques, will provide a comprehensive picture of parking challenges across Huntington Park.

TASK 1 – PUBLIC OUTREACH

To initiate the process, and in collaboration with the City, CRA will prepare a public announcement via the City's website, social media platforms, and other communication channels. This announcement will encourage residents to report parking issues and concerns in their neighborhoods. A key tool for engagement will be an interactive web-based map created by CRA. This map will allow residents to provide input about parking conditions directly on a digital platform, offering a geospatial component to their feedback. By enabling residents to contribute their observations and concerns, CRA will ensure that local insights inform the parking inventory and analysis.

Deliverable: Survey Results in GIS Shapefile format

TASK 2- BEST PRACTICE REVIEW

Concurrent with the public outreach phase, CRA will conduct a best practice review of residential and overnight parking permit programs from five comparable jurisdictions within Los Angeles County. The selected jurisdictions will be chosen for their similarity to Huntington Park in terms of size, demographics, and parking management challenges. This research will focus on identifying effective fee structures, enforcement mechanisms, and eligibility criteria from these jurisdictions. CRA will compile the results into a detailed report that will guide the development of Huntington Park's own overnight permit program. This task will also inform CRA of the overnight parking regulation of neighboring jurisdiction, since jurisdictions with an overnight parking permit program tend to cause parking spillover into jurisdiction without such a program. CRA's previous experience, such as in the South Bankers Hill Residential Parking Permit Study and the City of West Hollywood Parking Study, will inform the methodology for benchmarking successful programs and tailoring them to Huntington Park's unique needs.

Deliverable: N/A - Included in final report

TASK 3 – PARKING INVENTORY

The next stage involves conducting a detailed parking inventory using high-resolution aerial imagery from Nearmap.com and ESRI GeoAI technology. CRA will identify and geocode every public parking space, private (park-able parking space) within Huntington Park, matching each space to its exact geographic location within an ArcGIS database. Private attached parking garage information will be obtain from Parcel Quest and verify with City staff. Additionally, CRA's staff will perform field verification using custom Streetview cameras to cross-check the data collected through aerial imagery. This verification is essential for identifying unmarked or informal parking areas that might otherwise be overlooked. CRA's approach, proven in projects such as the Downtown Chula Vista Parking Management Study, combines digital data collection with fieldwork to create a comprehensive and reliable parking inventory.

Deliverable: GIS Shapefile of Parking Inventory

TASK 4 – PARKING DEMAND DENSITY

Following completion of the parking inventory, CRA will proceed with parking density determination. This step involves calculating potential parking demand based on factors such as land use, population density, and average vehicle ownership rates. While CRA recognizes that some unregistered parking demand, such as short-term subleases, may not be fully captured in this analysis, it will provide a clear picture of areas with consistently high parking demand. Additionally, CRA will include a ½-mile buffer beyond the city limits to assess potential parking spillover from neighboring jurisdictions, which may contribute to parking pressures within Huntington Park.

Attachment A

The parking density analysis will be conducted at the parcel level and compared with the existing parking inventory to identify areas where parking supply meets or fails to meet demand. Using a destination-based parking analysis approach, CRA will determine where natural breaks occur between parking demand and supply, helping to define logical boundaries for any proposed overnight parking permit zones. This data-driven approach will ensure that the permit program targets areas with the greatest need.

Deliverable: N/A - Included in final report

TASK 5 – PARKING DEMAND & PARKING DENSITY VALIDATION

Once the parking density has been determined, CRA will validate these findings through parking demand validation using a combination of ALPR, high-mounted 360-degree cameras, and time-lapse photography. This process will cover approximately 30 miles of public streets within Huntington Park, representing about 50% of the City's total street network. Data collection will take place during key periods—noon, evening, and nighttime—to capture parking patterns throughout the day. The purpose of this validation is not only to assess whether streets are busy but also to understand specific parking behaviors, such as “parking saving” and long-term vehicle storage. This deeper insight into parking behavior will guide the design of an effective permit program. Depending on the results and observation, timelapse cameras may be deployed over a weeklong period at up to ten roadway segments to validate the finding as well as determining other parking behaviors, such as those who parked for more than 72 hours on city street.

Deliverable: N/A - Included in final report

TASK 6 – OVERNIGHT PARKING PROGRAM

With parking demand validated, CRA will develop the proposed overnight parking permit program. A key aspect of this will be using the field data collection to re-adjust the parking density assumptions and establish a parking district/parking zone boundary. Once those are established, CRA will conduct a pro-forma analysis to estimate the costs associated with implementing and managing the permit program. This analysis will cover the cost of issuing permits, the administrative overhead required to run the program, and the additional resources needed for enforcing overnight parking restrictions. This will be finetuned to propose a fee structure that balances the need to cover program costs with maintaining affordability for residents. Drawing on best practices from other jurisdictions, CRA will ensure that the fee structure is sustainable and equitable.

Finally, CRA will compile the findings and recommendations into a comprehensive report, which will include the proposed parking district boundaries, implementation strategies, fee structures, and enforcement schedules. CRA will present this report to the City's Planning Commission and City Council for the Planning Commission and City Council feedback. CRA's experience in managing public presentations and stakeholder engagement, as demonstrated in the West Hollywood Parking Management Study, will ensure that the proposed program is both practical and widely supported. Our proposed schedule is presented below.

Deliverable: Draft & Final Report, Powerpoint Presentations

Year	2024											
	October				November				December			
Month	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
Task 1 - Public Outreach												
Task 2 - Best Practice Review												
Task 3 - Parking Inventory												
Task 4 - Parking Density												
Task 5 - Parking Demand & Parking Density Validation												
Task 6 - Overnight Parking Program												

5. Proposed Personnel



Phuong Nguyen TE

Project Manager

EXPERIENCE

17 years

EDUCATION

BS, Civil Engineering, San Diego State University

ACCREDITATION

Professional Engineer (Traffic), California #TR2660

AFFILIATIONS

Institute of Transportation Engineers (ITE) – San Diego Section President

Phuong Nguyen has 17 years of experience providing engineering services to the transportation industry and has been the project manager or lead transportation engineer on many projects in the greater Los Angeles area. He has been responsible for project and task management on efforts ranging from parking plans, traffic operations, micro-simulation, SB 743 Implementation, and transportation impact analysis, to conceptual engineering. Phuong is very experienced in applying leading-edge technologies to conduct parking studies, including the use of drones, Automatic License Plate Recognition (ALPR), Custom Google Streetview, Destination-Based Parking Analysis, and time-lapse parking monitoring and parking meters technologies.

RELEVANT PROJECT EXPERIENCE

Carlsbad Planning On-Call/As-Needed Parking Services - Parking Management Study, City of Carlsbad, California. Project Manager leading the CR Associates' team in evaluating the parking conditions in Downtown Carlsbad. The study included an assessment of the current parking utilization (occupancy and turn-over), the impacts of on-street outdoor dining spaces on parking availability, and the status of the current in-lieu fee program. Parking occupancy and turnover was collected using Automatic License Plate Recognition (ALPR) and cross-referenced with footage from CRA's own vehicle-mounted 360-degree cameras to ensure accuracy of the data and to serve as backup for stakeholders and the general public. CRA's Destination-Based Occupancy approach was used to analyze parking occupancy and supply availability in the study area, recommend parking management measures, and to inform the financial feasibility of a centralized parking structure.

West Hollywood Parking Study, City of West Hollywood, California. Project Manager. CRA is currently assisting the City of West Hollywood with a parking management study for two parking districts within the City. The study includes monitoring the parking supply, occupancy, and enforcement, and updating the in-lieu fee programs for each parking district. To study parking utilization, CRA is employing an innovative destination-based occupancy analysis approach, which utilizes GIS network analysis techniques to reflect driver's willingness to walk from parking spaces within a certain distance of their destination. This approach was also used to optimize the siting of signage directing visitors to parking options and Electric Vehicle (EV) charging stations. The study is a part of a five-year contract with biannual updates to reflect changes in mobility patterns. Additional components include app-based parking reservation evaluation and implementation, and other next-gen technology research.

Downtown Chula Vista Parking Management Study, City of Chula Vista, California. Project Manager. CRA is working with the City of Chula Vista on the Downtown Chula Vista Parking Study. The project is evaluating existing parking demand and excess public parking capacity within the Downtown's parking district area, using CRA's Destination-Based Occupancy approach to analyze parking occupancy and supply availability. The Destination-Based Occupancy analysis and its corresponding exhibits have been critical in helping to inform both the public and decision makers about the pros and cons of different parking and land use scenarios. Additionally, the outputs from the analysis enables existing and future hotspots to be identified, taking into account the off-site parking demand from future development. This hotspot data was used to identify future locations where additional parking facilities may be needed, to inform the pro-formas of potential new parking facilities, and to update the City's In-Lieu fee program to ensure that future parking demand can be met both physically and financially. As a part of this project, CRA also developed Electric Vehicle siting criteria for public parking spaces, on-street outdoor dining space specifications, and parking structure repair and improvement cost estimates. The project is anticipated to be complete and adopt by City Council by mid-2022.

Attachment A

South Bankers Hill Residential Parking Permit Study, San Diego, California. Lead Traffic Engineer. CRA prepared a residential parking permit study for the South Bankers Hill neighborhood on behalf of the Uptown Community Parking District. Bankers Hill is adjacent to Downtown San Diego and itself has a dense built environment with a variety of commercial and residential land uses. The neighborhood's reliance on an on-street parking supply plus its proximity to Downtown and the San Diego International Airport generates a variety of parking-related hardships experienced for its residents. As a part of this effort, CRA analyzed the community to determine the boundary extents of a possible residential parking permit area which would meet the residential parking permit area eligibility criteria set forth by the City of San Diego.

To further support the need for a residential parking program, parking supply and related attributes, such as meter rates and enforcement periods, were inventoried within the community and subsequently, the parking occupancy and parking turnover conditions were collected and analyzed. Intercept surveys were also conducted to capture input from the public. The report issued recommendations on how to potentially organize a residential parking permit area (which blocks to implement restrictions and proposed enforcement times) to help maintain residential parking supply while also ensuring adequate supply for businesses within the area.

Uptown Community Parking District – South Bankers Hill Residential Parking Permit Study, City of San Diego, California. Lead Traffic Engineer. CRA prepared a residential parking permit study for the South Bankers Hill community on behalf of the Uptown Community Parking District. As a part of this effort, CRA analyzed the community to determine the boundary extents of a possible residential parking permit area which would meet the residential parking permit area eligibility criteria set forth by the City of San Diego. Parking occupancy and parking turnover conditions within the area were analyzed and input from the public was also considered. The report issued recommendations on how to structure a potential residential parking permit area (which blocks to implement restrictions and proposed enforcement times) which would help maintain residential parking supply while also ensured adequate supply for businesses within the area.

El Camino Real Specific Plan Parking Study, Encinitas, California. Lead Traffic Engineer. This parking study is a component of a broader mobility study of the El Camino Real Specific Plan area, which is assessing the impacts and mobility solution alternatives to redeveloping this primarily low density commercial and office corridor. The study analyzed the parking conditions within approximately 45 properties adjoining El Camino Real from the northern city boundary to just south of Encinitas Boulevard, collecting occupancy data for three time periods (midday, evening, and late evening) on weekdays and weekend. Parking supply and occupancy within the properties was used to benchmark existing conditions and to help determine parking elasticity under various future (build out) land use conditions changes within the area.

Attachment A



Jonathan Sanchez PE, TE, PTOE

Deputy Project Manager

EXPERIENCE

10 years

EDUCATION

MS, Civil Engineering - Transportation, San Diego State University

BS, Civil Engineering, San Diego State University

ACCREDITATION

Professional Engineer (Civil), California #91776

Professional Engineer (Traffic), California #TR2957

Professional Traffic Operations Engineer (PTOE), #5042

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Jonathan Sanchez has ten years of experience as a transportation engineer at CRA and has worked for public and private clients all throughout San Diego. He has experience as a project manager or task order manager for projects related to traffic engineering design plans, conceptual design, traffic impact studies, traffic operations, data collection, collision analyses, corridor studies, and multi-modal analysis. He has recently completed projects within the County of Los Angeles and is very familiar with the County's guidelines and procedures. Jonathan's comprehensive problem-solving approach and attention to detail make him a valuable asset in addressing complex transportation challenges.

RELEVANT PROJECT EXPERIENCE

El Camino Real Specific Plan Parking Study, Encinitas, California. Senior Traffic Engineer. This parking study is a component of a broader mobility study of the El Camino Real Specific Plan area, which is assessing the impacts and mobility solution alternatives to redeveloping this primarily low density commercial and office corridor. The study analyzed the parking conditions within approximately 45 properties adjoining El Camino Real from the northern city boundary to just south of Encinitas Boulevard, collecting occupancy data for three time periods (midday, evening, and late evening) on weekdays and weekend. Parking supply and occupancy within the properties was used to benchmark existing conditions and to help determine parking elasticity under various future (build out) land use conditions changes within the area.

Downtown Chula Vista Parking Management Study, City of Chula Vista, California. Traffic Engineer. CRA is working with the City of Chula Vista on the Downtown Chula Vista Parking Study. The project is evaluating existing parking demand and excess public parking capacity within the Downtown's parking district area, using CRA's Destination-Based Occupancy approach to analyze parking occupancy and supply availability. The Destination-Based Occupancy analysis and its corresponding exhibits have been critical in helping to inform both the public and decision makers about the pros and cons of different parking and land use scenarios.

Additionally, the outputs from the analysis enables existing and future hotspots to be identified while taking into account the off-site parking demand from future development. This hotspot data was used to identify future locations where additional parking facilities may be needed, to inform the pro-formas of potential new parking facilities, and to update the City's In-Lieu fee program to ensure that future parking demand can be met both physically and financially. As a part of this project, CRA also developed Electric Vehicle siting criteria for public parking spaces, on-street outdoor dining space specifications, and parking structure repair and improvement cost estimates. The project was completed and adopted by City Council in 2022.

Attachment A



Sasha Jovanović AICP

Lead Parking Analyst

Sasha Jovanovic has 16 years of experience as a transportation planning consultant and a geographic information systems (GIS) specialist. Sasha has worked on numerous transportation master plans and elements, active transportation master plans, traffic studies and parking studies in the Southern California area.

EXPERIENCE

16 years

EDUCATION

Master of City Planning,
San Diego State University

BA, Sociology and
Metropolitan-Urban
Studies, Augsburg
University

ACCREDITATION

American Institute
of Certified Planners
(AICP), #31753

AFFILIATIONS

American Planning
Association (APA),
San Diego Chapter

Sasha's contributions on parking studies have included report writing, data analysis (determining supply, utilization and turnover), future analysis (data extrapolation, calculation of future land use parking generation), in-the-field data collection, public outreach involvement, client interaction and mapping. His experience working on parking studies has given him insight on effective ways to structure data collection, design survey questions, and has enabled a deep understanding of effectively utilized parking management practices around North America.

RELEVANT PROJECT EXPERIENCE

Carlsbad Planning On-Call/As-Needed Parking Services - Parking Management Study, City of Carlsbad, California. Lead GIS Analyst leading the Destination-Based Occupancy analysis for the Downtown Carlsbad Parking Management Study. The study included an assessment of the current parking utilization (occupancy and turn-over), the impacts of on-street outdoor dining spaces on parking availability, and the status of the current in-lieu fee program. Parking occupancy and turnover was collected using Automatic License Plate Recognition (ALPR) and cross-referenced with footage from CRA's own vehicle-mounted 360-degree cameras to ensure accuracy of the data and to serve as backup for stakeholders and the general public. CRA's Destination-Based Occupancy approach was used to analyze parking occupancy and supply availability in the study area, recommend parking management measures, and to inform the financial feasibility of a centralized parking structure.

Encinitas Cardiff Downtown Leucadia Parking Study, Encinitas, California. Lead GIS Analyst leading the parking study for the City of Encinitas, focusing on the Cardiff, Downtown, and Leucadia neighborhoods. The study's primary objective is to evaluate the different neighborhoods' parking needs and based on the parking demand, develop an ordinance to support the continued operation of the outdoor dining (curb café) program. Furthermore, the study assesses the parking requirements for Accessory Dwelling Unit (ADU) developments within the Coastal Zone and the area influenced by AB 2097.

Drawing on parking occupancy and duration data, our destination-based parking occupancy strategies, and best practices, the CRA team is currently finalizing a roadmap and list of recommended mitigation measures to effectively manage and expand the city's parking supply, particularly in close proximity to popular destinations within the city.



Cristian Belmudez

Transportation Engineer

EXPERIENCE

5 years

EDUCATION

BS, Civil Engineering, San Diego State University

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Cristian, a traffic engineer with five years of experience, provides support for a range of traffic impact studies, including both public and private clients. Cristian has been involved on a variety of CRA's projects within the County of Los Angeles and is very familiar with the County's guidelines and procedures. His responsibilities encompass conducting traffic operations analyses, VMT analyses, data collection, field reviews, report writing, and Excel-based tool development. Cristian is experienced with the following traffic engineering analyses software: Synchro, Traffix, HCS, SANDAG tool for Smart Growth Trip Generation, and GIS.

RELEVANT PROJECT EXPERIENCE

Carlsbad Planning On-Call/As-Needed Parking Services - Parking Management Study, City of Carlsbad, California. Data Collection Lead for the Downtown Carlsbad Parking Management Study. The study included an assessment of the current parking utilization (occupancy and turn-over), the impacts of on-street outdoor dining spaces on parking availability, and the status of the current in-lieu fee program. Parking occupancy and turnover was collected using Automatic License Plate Recognition (ALPR) and cross-referenced with footage from CRA's own vehicle-mounted 360-degree cameras to ensure accuracy of the data and to serve as backup for stakeholders and the general public. CRA's Destination-Based Occupancy approach was used to analyze parking occupancy and supply availability in the study area, recommend parking management measures, and to inform the financial feasibility of a centralized parking structure.

West Hollywood Parking Study, City of West Hollywood, California. Data Collection Lead & Data Analyst. CRA is currently assisting the City of West Hollywood with a parking management study for two parking districts within the City. The study includes monitoring the parking supply, occupancy, and enforcement, and updating the in-lieu fee programs for each parking district. To study parking utilization, CRA is employing an innovative destination-based occupancy analysis approach, which utilizes GIS network analysis techniques to reflect driver's willingness to walk from parking spaces within a certain distance of their destination. This approach was also used to optimize the siting of signage directing visitors to parking options and Electric Vehicle (EV) charging stations. The study is a part of a five-year contract with biannual updates to reflect changes in mobility patterns. Additional components include app-based parking reservation evaluation and implementation, and other next-gen technology research.

El Camino Real Specific Plan Parking Study, Encinitas, California. Data Collection Lead & Transportation Engineer. This parking study is a component of a broader mobility study of the El Camino Real Specific Plan area, which is assessing the impacts and mobility solution alternatives to redeveloping this primarily low density commercial and office corridor. The study analyzed the parking conditions within approximately 45 properties adjoining El Camino Real from the northern city boundary to just south of Encinitas Boulevard, collecting occupancy data for three time periods (midday, evening, and late evening) on weekdays and weekend. Parking supply and occupancy within the properties was used to benchmark existing conditions and to help determine parking elasticity under various future (build out) land use conditions changes within the area.

Attachment A

6. Quality Assurance/Quality Control

This Project Quality Control (QC) Plan outlines the procedures and responsibilities for ensuring the accuracy and completeness of the parking inventory, parking demand analysis, and all related assumptions for the City of Huntington Park's parking inventory and overnight parking permit program. The goal of this QC plan is to maintain high standards throughout the project lifecycle, with systematic checks and verifications at critical stages.

WEEKLY SPOT CHECKS AND RANDOM AUDITS

The QC process begins with weekly random spot checks conducted by the Project Manager, Phuong Nguyen, and the Deputy Project Manager, Jonathan Sanchez. These spot checks will be conducted at various points during the parking inventory phase to verify the accuracy of the collected data. Random audits of selected streets and parking areas will be compared against the data logged into the ArcGIS database to ensure that field data aligns with digital records. Any discrepancies found during these checks will be immediately corrected, with documentation of each issue and resolution being recorded. This process ensures that potential errors are caught and addressed early in the project.

COMPREHENSIVE VERIFICATION

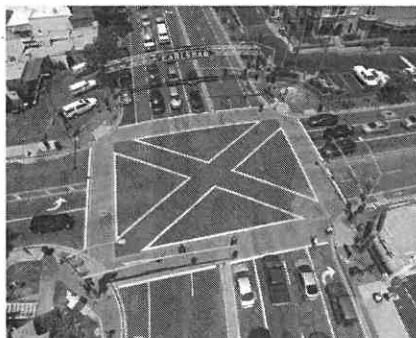
Cristian Belmudez, as the Parking Inventory Lead, will collaborate closely with Sasha Jovanovic, the Parking Analysis Lead, to conduct a comprehensive verification of the parking inventory data. This step will include cross-referencing field data with aerial imagery, ALPR data, and occupancy records. They will also verify key assumptions related to parking demand, vehicle ownership rates, and land use factors. Together, Cristian and Sasha will ensure that all datasets and assumptions are fully accurate and aligned with the project's objectives. This phase of verification will occur throughout the inventory and analysis stages and will be documented in weekly QC reports.

DOCUMENTATION AND SIGN-OFF PROCESS

All QC checks, including weekly spot checks, comprehensive verifications, and any necessary data corrections, will be thoroughly documented. These QC reports must be signed off by both the Project Manager, Phuong Nguyen, and the Principal in Charge, Monique Chen, to ensure accountability at the highest level. Signed QC documentation will be kept on file for review and will form part of the final project package submitted to the City of Huntington Park.

This rigorous QC plan ensures that the parking inventory and analysis for Huntington Park is conducted with the highest level of accuracy, thoroughness, and accountability. Each team member's role is clearly defined, and there are multiple layers of verification to ensure a successful outcome.

7. References



Encinitas Cardiff Downtown Leucadia Parking Study

Evan Jedynak

Senior Mobility Planner
Development Services
Department

- ▶ City of Encinitas
- ▶ 760.633.2686
- ▶ ejedynak@encinitasca.gov

Carlsbad Planning On-Call/ As-Needed Parking Services - Parking Management Study

Eric Lardy, AICP

Principal Planner

- ▶ City of Carlsbad
- ▶ 760.602.2712
- ▶ eric.lardy@carlsbadca.gov

West Hollywood Parking Study and As-Needed Parking Services

Bill Bortfeld, MPA

Parking Services & Projects
Officer

- ▶ City of West Hollywood
- ▶ 323.848.6349
- ▶ bbortfeld@weho.org

8. Fee Schedule/Cost Proposal

As requested in the RFP, the fee proposal has been provided in a separate sealed envelope. This proposal is valid for no less than 180 days following date of submission. Fee proposal and detailed fee estimate has been included with number of hours per key staff, the hourly cost of personnel per task under each phase, expenses, and all fees, with a total not-to exceed amount for the project.

Attachment A



LOS ANGELES

714 W Olympic Boulevard, Suite 609
Los Angeles, CA 90015

SAN DIEGO

3900 5th Avenue, Suite 310
San Diego, CA 92103

Attachment A

CITY OF HUNTINGTON PARK - Professional Services for On and Off-Street Parking Study
 Chen Ryan Associates Inc. dba. CR Associates
 Fees Proposal

Classification	Principal	Senior Engineer	Senior Engineer	Associate Engineer	Associate Engineer	Assistant	Assistant	Assistant	Assistant	Assistant	Support Staff
Staff	Montique Chen, PE	Phuong Nguyen, PE, PTOE	Jonathan Sanchez, PE, PTOE	Joseph Perez, EIT	Cristian Belmudez	Jesus Martinez	Sasha Jovanovic	Eric Sindet	Anabel Gagliash	Claudia Joaquin	Administrative
Task 1 - Public Outreach	\$330.00	\$270.00	\$290.00	\$180.00	\$165.00	\$150.00	\$140.00	\$205.00	\$150.00	\$160.00	\$460.00
Task 2 - Staff Practice Review	1	6	0	0	0	0	0	4	15	1	0
Task 3 - Parking Inventory	1	2	2	0	10	0	0	0	6	1	0
Task 4 - Parking Demand	2	5	5	15	10	0	25	15	5	15	1
Task 5 - Parking Demand %	2	10	10	15	20	0	20	20	0	0	100
Task 6 - Parking Demand %	2	5	10	5	10	25	25	15	0	1	30
Task 7 - Off-Street Validation	4	15	15	5	30	0	30	0	30	1	10
Task 8 - On-Street Parking Program	12	43	42	40	80	25	70	84	20	57	6
Total										200	\$ 106,055.00
											\$ 2,500.00
											\$ 108,555.00

Proposal

City of Huntington Park On and Off-Street Parking Study

City of Huntington Park
September 10, 2024

Section 1. Cover Letter

September 10, 2024

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

Dear Mr. Forster,

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to the City of Huntington Park (City) to conduct a city-wide Parking Study (Study). Headquartered in Orange County, we bring an exceptional resume of regional experience. The DIXON Data Team has been responsible for conducting parking studies and collecting and analyzing parking utilization and inventory data for several communities like Huntington Park, including projects in Seal Beach (CA), Downey (CA), Norwalk (CA), Costa Mesa (CA), and Santa Ana (CA).

We have found that a reliable and accurate data set is essential for the success of modern parking programs, and our approach to data collection will deliver quality results. We will develop an updated parking inventory database, conduct a cost-effective and highly accurate parking utilization data collection, document parking behaviors within the City during peak and off-peak times, and provide detailed analysis to reflect current parking capacity, conditions, and usage. Our data collection approach is innovative, efficient, and reliable.

DIXON is a California-certified Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Women-owned Business Enterprise (WBE) consulting firm.

I, Julie Dixon, am the Principal Consultant and will serve as the designated contact for this proposal, with the legal authority to bind the company. I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Sincerely,



Julie Dixon, President
julie@dixonresourcesunlimited.com
(213) 716-6933

Dixon Resources Unlimited
1519 E Chapman Ave #200
Fullerton, CA 92831

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Section 3. Consultants Background

Dixon Resources Unlimited (DIXON) is a Southern California-based parking consulting firm incorporated in 2012 and specializing in parking and data collection services. We understand that effective parking management relies upon accurate data, and we are committed to providing best-in-class data collection and analyses. The concept of the *Rapid LPR Tool* began in 2014 during our first LPR-based parking study. Now, after years of hands-on experience and process refinement, this has become our standard practice. We have incorporated countless lessons learned into our methodology to develop a seamless collection method and analysis tool. We are proudly supporting multiple operations with both targeted and ongoing data collection services.

Our Approach. Conducting parking studies with both vehicle-mounted and mobile LPR is easy with our proprietary *Rapid LPR Tool*. We will work with the City to define the project study area, collect or update existing inventory, recommend basic data collection routes and best practices, provide access to the *DIXON Data Suite*® dashboard, and prepare a final report that includes several visualizations generated by our proprietary tool. Data can be collected through targeted, one-time efforts or through regular parking enforcement patrols once mobile LPR equipment is installed and in use, and then visualized using the *DIXON Data Suite*'s® *Rapid LPR Tool*.

Our Product. Our customers use the *Rapid LPR Tool* to understand parking occupancy and length of stay trends, identify repeat parking patterns, and evaluate enforcement coverage. We can provide an interactive web dashboard that allows users to drill down into specific zones, days, and times, and we will generate visualizations that will be incorporated into our final report.

Our Services. With over 30 years of parking and transportation management experience, Julie Dixon founded DIXON with the direct goal of supporting municipal parking programs. We consider ourselves to be "Parking Coaches" because we offer best-in-class municipal parking solutions across a broad spectrum, including:

Policies and Planning	Parking Data	Operations
Financial Projections	Data Collection	Permit Management
Community Outreach	Parking Studies	Revenue Reconciliation
Operational Audits	Data Analysis	Citation Management
Municipal Code Updates	Financial Reporting	Staffing Assessments
Implementation Plans	Heat Maps	RFP Specifications
Council Presentations	Integrations	Procurement Support

Based on industry awareness and familiarity with parking policies, and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our knowledge of parking processes, policy, technology, and service solutions provides a measurable benefit to our customers.

Industry Recognitions

DIXON was recently recognized as a **2023 Organization of the Year** by the International Parking & Mobility Institute (IPMI) for our extensive contributions to the parking and mobility industry and the exemplary service we provide to our clients. We were also recognized as the **2023 Contractor of the Year** by the Santa Barbara County Special Districts Association for our work in Isla Vista (CA).

In the past few years, DIXON has helped transform many projects into award-winning parking programs, including:

California Mobility & Parking Association		Parking Today
2018 Parking Program of the Year: City of San Leandro	2022 Parking Program of the Year: City of Paso Robles	2019 Innovative Use of Technology: City of Seal Beach
2019 Parking Program of the Year: City of Laguna Beach	2023 Parking Program of the Year: City of Costa Mesa	2020 Excellence in Technology & Innovation for On-Street Parking: City of Paso Robles

These were hands-on collaborative projects that leveraged community engagement and staff participation with a custom approach for each community. Recognitions like these are the result of cooperative partnerships that involve data-driven decision-making, public input, and customized plans to develop sustainable parking operations supported by turnkey parking solutions and integrations.

Municipal Track Record

DIXON has acquired an impressive client list, and the table below highlights some of our notable projects and regional experience:

CA Alameda	CA Norwalk	CO Denver
CA Berkeley	CA Oceanside	FL Tallahassee
CA Beverly Hills	CA Palo Alto	HI Maui
CA Costa Mesa	CA Pasadena	WA Spokane
CA Downey	CA Paso Robles	MT Whitefish
CA Encinitas	CA San Diego Port District	ID Ketchum
CA Isla Vista	CA San Francisco (SFMTA)	NJ Princeton
CA Laguna Beach	CA San Leandro	NM Albuquerque
CA Long Beach	CA Santa Ana	NV Las Vegas
CA Los Angeles (LADOT)	CA Sausalito	OH Columbus
CA Monterey	CA Seal Beach	OR Beaverton
CA Napa	CA South Lake Tahoe	TX Austin
CA National City	CA Truckee	TX Dallas
CA Newport Beach	CA Ventura	UT Park City

Section 4. Qualifications and Experience

We have assessed, designed, built, and operated many successful parking programs in California and around the country. Our firm is headquartered in Orange County, CA and we are well suited for this project, as our areas of expertise include on- and off-street parking management, parking inventory and data collection, parking utilization analysis, supply and demand analysis, stakeholder engagement, and policy development. We have completed the following parking studies, similar in scope to the work outlined in this RFP:

Isla Vista Community Service District (CA) Data Collection (2023-24)

DIXON conducted twelve (12) consecutive months of data collection and analysis for Isla Vista (CA). Isla Vista is a coastal community with extreme occupancy challenges and exceptional demand. We utilized a similar data collection plan, as outlined in this proposal, incorporating vehicle-mounted LPR and drone footage. Due to the data collection efforts, DIXON continues to work with Isla Vista and is developing a Parking Action Plan and establishing a parking enforcement program.

City of San Francisco (CA) Rapid LPR Tool (2022-24)

DIXON was retained by SFMTA in 2021 to pilot the *Rapid LPR Tool* in the city, with the specific aim of measuring the accuracy of vehicle-mounted LPR technology and producing parking occupancy and turnover analysis by comparing results to dashboard camera footage. The successful implementation of this pilot demonstrated both the accuracy and viability of using LPR for data collection and allowed DIXON to optimize the efficiency of translating raw license plate information into accurate parking occupancy and turnover results.

City of Beverly Hills (CA) Rapid LPR Tool (2022-24)

The City of Beverly Hills is utilizing DIXON's Rapid LPR Tool, to assess parking occupancy and turnover rates down to the block face level. The data is processed quarterly to gain insight into the occupancy/utilization rates and the program's overall performance, which provides a tremendous resource for the City's current and future parking occupancy studies.

City of Pasadena (CA) Rapid LPR Tool (2022-24)

DIXON developed strategic recommendations to optimize the efficient use of parking resources within the Pasadena Playhouse Village district. DIXON's Rapid LPR Tool was used to conduct parking utilization data which helped shape data-driven recommendations while exploring potential partnerships through shared parking agreements with local businesses to maximize the use of existing parking supply for residents, businesses, and visitors.

City of Napa (CA) Citywide Parking Data Analysis (2021-23)

In 2020, DIXON introduced the Rapid LPR Tool, to the City of Napa through a pilot program. DIXON produced on-street parking occupancy and turnover analysis by leveraging existing data gathered by the city's LPR technology. DIXON delivered regular data reports through an interactive web portal, as well as PDF reports

Attachment A



containing charts, tables, and maps. This pilot expanded to a contract extension for ongoing quarterly reports, inclusive of on and off-street facilities, with the Rapid LPR Tool through 2023.

Team Organization

Julie Dixon - Masters of Business Administration, Point Loma Nazarene University

DIXON will customize its approach and tailor our team configuration to support the City and all project deliverables. Our organization structure is provided here, with our firm's Principal Consultant, Julie Dixon as the Project Lead. Julie is based in Orange County, CA, and will oversee high-level communication with City staff, participate in stakeholder engagement, and provide a final review of all project deliverables. With over 30 years of experience in parking and transportation management, Julie has extensive experience in operations management, data collection and analysis, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Chisa Nagai - Bachelor of Science, University of California, Santa Barbara

We will assign our Associate, Chisa Nagai as the Project Manager. Chisa is based in Los Angeles and will be responsible for day-to-day communications with City staff and will direct task-based work assignments for the Project Team. Chisa has managed multiple projects across a variety of parking and mobility concepts, including conducting data collection and analysis, mobility studies, stakeholder outreach, developing reports and studies, and preparing data visualizations.

Cameron Clark - Bachelor of Science, University of Redlands

Senior Associate, Cameron Clark, will manage data collection efforts for this project. Cameron leads the DIXON Data Team and will coordinate closely with the DIXON team and City staff to ensure that all elements outlined in the scope are followed closely with high attention to detail. With over eight years in the parking industry, Cameron has conducted hundreds of parking and mobility studies, and he deeply understands the challenges in collecting, analyzing, and modeling accurate parking inventory, occupancy, turnover, and enforcement data.

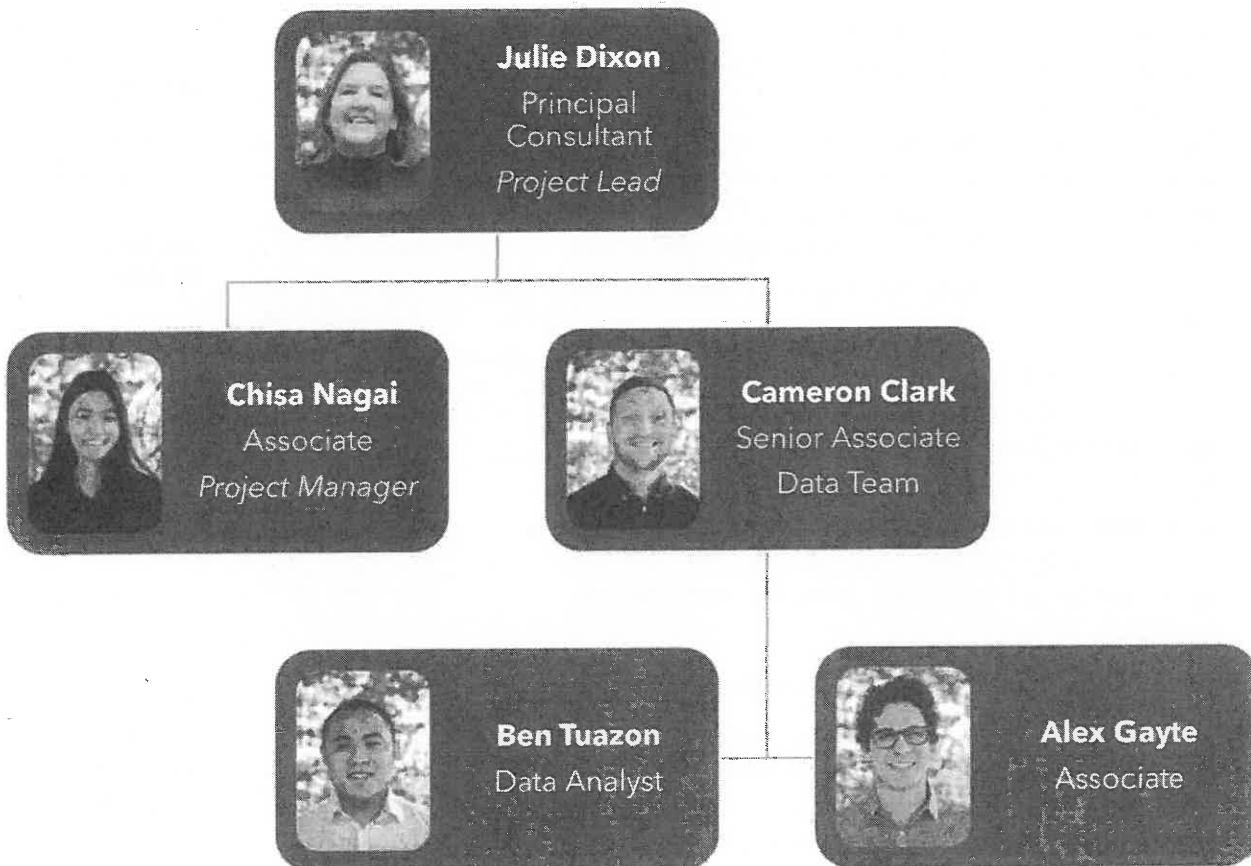
Alex Gayte - Bachelor of Arts, University of Washington

Associate, Alex Gayte, will coordinate field data collection efforts and logistics for this project. He will lead efforts to collect data and manage project setup including study area confirmation, parking inventory review, and the data collection plan. Alex has managed dozens of parking studies, with over four years of experience managing parking and mobility data acquisition and analysis projects.

Ben Tuazon - Bachelor of Arts, Western Washington University

Data Analyst, Ben Tuazon will lead the efforts on analyzing collected parking data using the *DIXON Data Suite*® to complete parking occupancy, length of stay, and other analyses for locations within the Study Area. Ben is the lead developer for our BI and GIS tools and is focused on creating useful and accurate parking metrics utilizing tools such as Microsoft's Power BI.

Organization Chart



Section 5. Project Approach

Understanding of the Project

A reliable and accurate parking utilization data set is essential for the success of modern parking programs, and our approach to data collection will deliver quality results. Our team has performed parking studies across the country, and we have developed a cost-saving methodology utilizing license plate recognition (LPR) for on-street collection and drone technology for off-street collection to maximize the efficiency and effectiveness of the data collection approach. This allows occupancy and length of stay data to be captured at an affordable rate.

Data collected will be uploaded and visualized within our **reporting and analytics platform, the DIXON Data Suite®**. DIXON will provide a final report with results from the data analysis and recommendations for implementing an overnight parking permit program, and attend up to three (3) meetings with the community and City Council.

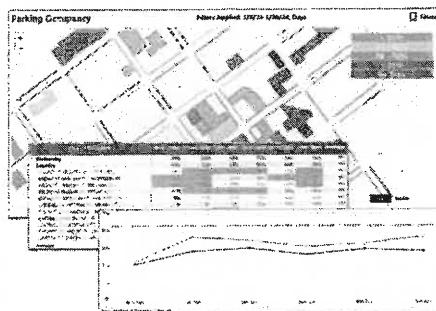


Figure 1: Example images from the DIXON Data Suite®

Task 1. Project Management

Our Project Manager, Chisa Nagai, will work closely with designated City staff to support a collaborative project management approach. DIXON will schedule a project kickoff meeting and monthly meetings with designated City staff to provide project updates, collaborate, and address challenges.

Task 2. On and Off-Street Parking Data Collection

Task 2.1 Study Area Confirmation. DIXON will work with City staff to confirm the Study Area boundaries and subzones. Our proposed study area includes up to 400 block faces within the City, focusing on various neighborhoods and hotspots. Upon request, DIXON can provide a quote for the City to collect data utilizing the City's own LPR equipment at substantial cost savings or expand the study area.

Task 2.2 Inventory Collection. DIXON will request and review any available parking inventory databases and maps from the City. We will utilize Google Maps to capture the parking inventory counts and will verify the inventory in the field. DIXON will deliver the inventory counts in GIS and spreadsheet deliverables.

Task 2.3 Parking Utilization Data Collection. DIXON will coordinate with the City to develop a data collection plan that leverages DIXON field staff to operate vehicle-mounted LPR and drone equipment. Our proposed approach consists of two (2) days of data collection, including one (1) weekday (Tuesday, Wednesday, or Thursday) and

one (1) weekend day (Saturday or Sunday), with four collection intervals throughout the day occurring in the morning, afternoon, evening, and night.

Task 3. On and Off-Street Parking Data Analysis

Task 3.1 Parking Data Analysis. We will analyze collected parking data using the *DIXON Data Suite*® *Rapid LPR Tool* to complete parking occupancy and length of stay analysis. The *DIXON Data Suite*® can be used to produce maps, charts, and tables summarizing the results. The data collection results will become the baseline for the final report and recommendations. The City will also be provided with login credentials and six months of complimentary access to the *DIXON Data Suite*® dashboard where they can adjust filters and create additional heat maps and graphics as desired.

Task 3.2 Parking Study Report. Our team will consolidate results from previous tasks to develop a comprehensive draft Report which will include recommendations for implementing an overnight parking permit program. Our recommendations will evaluate the results from the parking utilization data collection, including maps, tables, graphics, and supply and demand analysis with consideration for the recommendation of zones for an overnight parking permit program.

We will also include recommendations in our Report on the use of parking technology, such as vehicle-mounted and mobile LPR, to allow for real-time reporting, data collection, and ongoing parking utilization data collection to support regular data-driven policy adjustments, not just enforcement. This will be an essential factor in enabling the City to identify performance metrics that may be utilized to implement recommendations over time.

Task 3.3 Parking Study Report.

We will circulate a draft Report to City Staff to gather input and incorporate feedback into the Report. We will prepare a revised, final Parking Utilization Study Report and submit it to the City. Upon completion of the final Report, DIXON will attend up to three (3) community or City Council meetings to discuss the findings.

Project Schedule

The following timeline describes the estimated time required to complete each task and an approximate date for the completion of each milestone deliverable:

Task	Month 1	Month 2	Month 3	Month 4
Project Kickoff Meeting				
Monthly Virtual Project Meetings				
Background Document Review				
Develop Data Collection Plan				
Parking Inventory Updates				
Parking Data Collection Setup				
On-site Parking Data Collection				
Draft Parking Utilization Study Report				
City Review of Draft Report				
Finalize Parking Utilization Study Report				
Community and City Council Meetings				

Section 6. Proposed Personnel

Key Staff Resumes

Julie Dixon - Principal Consultant, Project Lead

Masters of Business Administration, Point Loma Nazarene University



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 30 years of experience in parking and transportation management, Julie built her firm to provide "best in class" municipal parking solutions across a broad spectrum of areas, including operations management, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff's Department assigned to Isla Vista while completing her bachelor's degree at the University of California, Santa Barbara. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs. Her resume is extensive, and she recently completed her Master of Business Administration degree at Point Loma Nazarene University. Julie has been responsible for establishing policies, defining objectives, and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes, and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized SFpark program. SFpark was the first federally funded project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, SFpark successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations, technology integration, and implementation oversight.

Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled as the "Parking Coach." For her outstanding contributions to the parking industry, Julie received Parking Today's 2020 Parking Person of the Year. This Award recognizes Julie's exceptional dedication to improving the customer experience and image of parking across the entire industry.

Chisa Nagai - Associate, Project Manager

Bachelor of Science, University of California, Santa Barbara



Chisa Nagai is an Associate at DIXON and joined the team in 2022. In her time with DIXON, Chisa has supported multiple projects across a variety of parking and mobility concepts, including mobility studies, stakeholder outreach, developing reports and studies, conducting data collection and analysis, and preparing data visualizations. Chisa works on two different DIXON teams, Planning and Data, and this has allowed her to develop a diverse and extensive range of expertise in both mobility and parking planning and data collection and analysis.

Chisa is based in Los Angeles and earned a Bachelor of Science degree in Environmental Studies from the University of California, Santa Barbara.

Chisa's planning project experience includes comparable research analyses for the Town of Los Gatos (CA), the County of Maui (HI), and the Savannah/Hilton Head International Airport (GA). She has also assisted municipalities in developing customized community engagement plans and has coordinated stakeholder outreach efforts, including online public surveys, survey result analysis, and data visualizations, including recent projects for the Isla Vista Community Services District (IVCSD) and the cities of Santa Ana (CA), Pasadena (CA), Seal Beach (CA), and Modesto (CA). Chisa is passionate about mobility in urban contexts, and her background in environmental studies leads to a holistic approach to parking management that encourages broader mobility and sustainability goals to be pursued for the community at hand.

In addition to drafting plans and writing reports, Chisa regularly analyzes large data sets, including the preparation of License Plate Recognition (LPR) data collection and analysis reports and monthly parking revenue reports for the cities of Seal Beach (CA) and Paso Robles (CA) and the Los Angeles Department of Transportation (LADOT). Chisa has created technical data analysis memorandums for projects with the City of North Miami (FL) and the San Francisco Municipal Transportation Agency (SFMTA), and she recently prepared a surveillance use policy for the City of Santa Ana (CA). Chisa's knowledge of GIS software and data analysis tools allows her to take a data-oriented approach with all her clients and she has assisted in optimizing several data collection methodologies to improve the efficiency and accuracy of the data collection process.

A summary of Chisa's notable projects:

- *City of San Luis Obispo (CA) Parking Rate Study (2024)*
- *City of Long Beach (CA) Parking Operations Study (2024)*
- *Isla Vista Community Services District (CA) Mobility Plan (2023-24)*
- *City of Paso Robles (CA) Implementation Support Services (2023-24)*
- *City of San Francisco / SFMTA (CA) Rapid LPR Tool (2022-24)*
- *City of Seal Beach (CA) Ongoing Parking Occupancy Evaluation (2022-24)*
- *LA Meter (CA) Ongoing Parking Meter Revenue Evaluation (2022-24)*
- *City of Santa Ana (CA) Citywide Parking Study (2022-23)*

Cameron Clark - Senior Associate

Bachelor of Science, University of Redlands



Cameron Clark is a Senior Associate for DIXON, and he has spent over eight years in the parking industry demonstrating his expertise in parking data collection and analysis, and product development. Previously, Cameron served as Parking Operations Manager for a private data acquisition and analysis company, where he led all parking data projects including the Seattle Department of Transportation (SDOT) Annual Parking Study for over four years.

Cameron was inducted into the National Parking Association's "40 Under 40" class of 2022 and he also serves on the International Parking and Mobility Institute ("IPMI") Technology Committee which provides education on cutting-edge technology, how to implement that technology, and best practices on leveraging multiple technologies as the industry advances and evolves. Cameron earned a B.S. in Environmental Science and a Minor in Computer Science from the University of Redlands.

Cameron has conducted hundreds of parking and mobility studies, and he deeply understands the challenges in collecting, analyzing, and modeling accurate parking inventory, occupancy, turnover, and enforcement data. He has extensive data collection experience managing large teams of field crews using map-based collection apps, fixed and vehicle-mounted License Plate Recognition (LPR) cameras, dashboard cameras, portable traffic cameras, drones, and other data feeds such as transactions and citations.

Cameron manages all DIXON data related projects as well as the development and operations of the *DIXON Data Suite®* and *Rapid LPR Tool*, which uses vehicle-mounted LPR, transaction, permits, and citation data to produce parking occupancy, turnover, and enforcement analysis. In San Francisco, Cameron evaluated the accuracy of the SFMTA's mobile LPR technologies and proved the ability to utilize this data for high-quality occupancy and turnover analysis. The success of this project has led to the SFMTA's use of DIXON's Rapid LPR Tool to replace their current data acquisition efforts for their meter rate adjustment program.

A summary of Cameron's notable projects is provided below:

- City of Spokane (WA) *Rapid LPR Tool* (2023-24)
- City of San Francisco (CA) *Rapid LPR Tool* (2022-24)
- City of Beverly Hills (CA) *Rapid LPR Tool* (2022-24)
- City of Pasadena (CA) *Rapid LPR Tool* (2022-24)
- Isla Vista Community Service District (CA) *Data Collection* (2023-24)
- City of Napa (CA) *Citywide Parking Data Analysis* (2021-23)
- City of Seal Beach (CA) *Ongoing Parking Occupancy Evaluation* (2021-24)
- City of Costa Mesa (CA) *Residential Parking Study* (2020-22)

Alex Gayte - Associate*Bachelor of Arts, University of Washington*

Alex Gayte is an Associate for DIXON with over four years of experience managing parking and mobility data acquisition and analysis projects. Alex oversees data collection efforts and the ongoing implementation of the *Rapid LPR Tool*. In his previous role as a Project Manager at IDAX Data Solutions, Alex managed hundreds of transportation data collection projects throughout Washington State and the western United States, working directly with municipalities and engineering firms to deliver meaningful transportation data.

Alex led teams to collect this data efficiently and effectively on projects ranging from roadway usage studies, travel-time and origin-destination studies, parking studies, intercept surveys, and several other types of transportation projects. In addition, Alex has earned a B.A in Geographic Information Science from the University of Washington. Alex has also worked on numerous parking studies, including the SDOT Annual Parking Study where he assisted with data collection.

His background in data collection logistics, operations, and analysis have helped him excel in his current role with DIXON, and he has already supported various studies including one in Ventura (CA), where he led a field team to collect data using LPR for a parking study at on- and off-street locations in the downtown core.

Other notable parking studies have included those in Ketchum (ID), North Miami (FL), National City (CA), Monterey (CA), Downey (CA), Boulder (CO), and San Francisco (CA). Alex brings extensive project management, business development, and data analysis experience to the DIXON team.

A summary of Alex's notable projects is provided below:

- City of Beaverton (OR) *Rapid LPR Tool* (2024)
- Town of Windsor (CO) *Data Study and Rapid LPR Tool* (2024)
- City of San Rafael (CA) *Residential Data Collection and Rapid LPR Tool* (2024)
- City of San Luis Obispo (CA) *Data Collection and Rapid LPR Tool* (2024)
- City of Spokane (WA) *Rapid LPR Tool* (2023-24)
- City of San Francisco (CA) *Rapid LPR Tool* (2022-24)
- City of Beverly Hills (CA) *Rapid LPR Tool* (2022-24)
- City of Pasadena (CA) *Rapid LPR Tool* (2022-24)
- City of Seal Beach (CA) *Ongoing Parking Occupancy Evaluation* (2022-24)
- Isla Vista Community Service District (CA) *Data Collection* (2023-24)
- City of Napa (CA) *Citywide Parking Data Analysis* (2022-23)

Attachment A



Ben Tuazon - Data Analyst

Bachelor of Arts, Western Washington University



Ben Tuazon is a Data Analyst for DIXON with extensive experience in BI and GIS software development. Ben was quickly promoted to the Data Analyst role after demonstrating his rapid growth and expertise in developing new BI and GIS tools that have made significant impacts on all our data driven projects, increasing the capabilities DIXON provides and improving quality and efficiency. Ben is an excellent creative problem solver and there seems to be no end to the solutions he can deliver.

Ben serves on the IPMI Educational Development Committee which creates the educational resources for the institute. Ben earned a B.A from Western Washington University and was awarded Magna Cum Laude of his 2019 graduating class. He has also earned a teaching residency certificate from the Washington Office of Superintendent of Public Instruction.

Ben currently supports dozens of cities with data-driven projects. Ben is the lead developer for our BI and GIS tools and is focused on creating useful and accurate parking metrics utilizing tools such as Microsoft's Power BI. For the City of Paso Robles, he evaluates repeat parking trends, assisting the City in understanding who was misusing their "First 2 Hours Free" parking program, and he cross references an employee permit database to understand when employees are using on-street parking as opposed to employee designated off-street lots. For the City of Beverly Hills, he created dynamic maps that respond to user inputs, allowing the City to visualize their occupancy data by street, zone, date, and/or permit type. In Los Angeles, Ben uses transaction and meter collection data to produce monthly revenue reports and provide guidance to optimize their meter collection routes. Ben performs quality control on all our data projects to ensure the results are highly accurate.

A summary of Ben's notable projects is provided below:

- *City of Beaverton (OR) Rapid LPR Tool (2024)*
- *Town of Windsor (CO) Data Study and Rapid LPR Tool (2024)*
- *City of San Rafael (CA) Residential Data Collection and Rapid LPR Tool (2024)*
- *City of San Luis Obispo (CA) Data Collection and Rapid LPR Tool (2024)*
- *City of Spokane (WA) Rapid LPR Tool (2023-24)*
- *City of San Francisco (CA) Rapid LPR Tool (2022-24)*
- *City of Beverly Hills (CA) Rapid LPR Tool (2022-24)*
- *City of Pasadena (CA) Rapid LPR Tool (2022-24)*
- *City of Seal Beach (CA) Ongoing Parking Occupancy Evaluation (2022-24)*
- *Isla Vista Community Service District (CA) Data Collection (2023-24)*
- *City of Napa (CA) Citywide Parking Data Analysis (2022-23)*

Section 7. Quality Assurance / Quality Control

DIXON has built-in quality control systems in all aspects of our projects to ensure we are delivering a world-class product. This all starts with our transparent approach to project management, where the City will get access to a project management tool, Asana, which will be used to list, assign, and track project tasks to ensure the team is clear on the approach and timeline.

Data collection is a large component of this project, and we must collect accurate data so that the community can trust the results in order to move the project forward successfully. The planning stage is essential for all projects. This includes working with the City to confirm the study area. We have developed specific guidelines that we will implement to ensure the LPR data is being collected correctly, including monitoring drivers so they don't miss streets, and we will generate efficient driving routes that maximize the number of block faces that can be covered at each interval.

The use of our *Rapid LPR Tool* avoids the heavy amount of manual quality control work associated with manually collected data. Our tool uses specific processes to automatically enhance the data where needed, such as removing duplicate license plates and using fuzzy matching when comparing plates for turnover. There are several automatic internal data scrubbing techniques that we use to ensure the data is represented accurately and at the correct locations. The *Rapid LPR Tool* provides a consistent and accurate approach to collecting license plate information for these studies compared to other more manual ways that leave a lot of room for human errors. In addition to LPR collection, the use of drones will provide an extra layer of quality assurance because the photos can be used to directly compare against the results of the LPR data collection. Drone images have been extremely beneficial when discussing the results with the community. Once the data has been fully processed, we do a final review to ensure there are no gaps or anomalies in the data.

The final report and our recommendations for the implementation of the parking program go through an extensive internal review process before a draft report is submitted for feedback from the City. DIXON will incorporate feedback and deliver our final report.

Section 8. References



California, Seal Beach

- Parking Consulting & Ongoing Parking Project Management
- May 2017 – Present
- Project Lead: Julie Dixon | Support: Cameron Clark

The City of Seal Beach hired DIXON in 2017 to provide ongoing consulting and project management for the City's parking program. Seal Beach staff recognized the need for an overhaul of its parking operation, including community outreach, technology refresh, and parking policy assessment, and lacked the dedicated parking management staff to manage these projects. DIXON acts as the City's interim Parking Manager to manage the ongoing optimization of the parking program, including technology, on-going data reporting and analysis, permit management, policy, and community engagement/education.

A key part of DIXON's role is to facilitate the implementation of new technology. This includes the development and management of several technology procurements and pilot demonstrations over the years. With knowledge of the City's needs and the technical capabilities of vendors in the market, DIXON supported the City in achieving a first-of-its-kind end-to-end integration of vendors, which gained the City Parking Today's 2019 "Innovative Use of Technology" Award.

Some notable deliverables and services provided include:

- Acting as the City's Parking Manager, reporting to the Police Department.
- Ongoing community outreach and stakeholder engagement.
- Optimization of the parking enforcement staffing, which enabled the closure of the city jail and transitioned existing personnel to parking enforcement.
- Installation of a turnkey license plate-based parking management system.
- Introduction and implementation of a virtual parking permit program.
- Ongoing data reporting and analysis leveraging LPR data through the *Rapid LPR Tool* to monitor occupancy trends, parking utilization, and turnover data.
- Development of data-driven parking policy strategies.
- Monthly reporting on enforcement performance and financials.
- Development of a micro-mobility shuttle proposal, which was submitted for a grant that was subsequently awarded to the City.
- Signage enhancement plan for the City's downtown and beach parking lots to simplify wayfinding and lot regulations.
- Development and coordination of Coastal Commission CDP for beach parking rate increase.

Nick Nicholas, Captain, Seal Beach Police Department

911 Seal Beach Blvd, Seal Beach, CA 90740

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California, Isla Vista

- Isla Vista Parking and Mobility Studies
- April 2023 – Present
- Lead: Julie Dixon | Support: Chisa Nagai /Cameron Clark

The Isla Vista Community Services District (IVCSD) contracted DIXON initially to conduct a comprehensive Parking Study, and due to our outstanding quality of work, later expanded our contract to take over management of a separate Mobility Study from another consultant. DIXON consistently went above and beyond on both projects and successfully expedited the completion of the Mobility Study deliverables. As a result, IVCSD nominated DIXON, and we received the 2023 "Contractor of the Year" award from the Santa Barbara County Special Districts Association.

The Parking Study is jointly funded by the IVCSD, County of Santa Barbara (County), and the University of California, Santa Barbara (UCSB). Isla Vista is unique in that parking congestion reaches extreme levels, often exceeding 100% capacity due to illegal parking and inconsistent enforcement. Isla Vista is a very densely populated area adjacent to the UCSB campus, and the sheer quantity of vehicles and dense housing contribute to the challenges. This was the first annual parking data collection effort, and there was a substantial amount of community outreach. The final report will offer recommendations and implementation steps in a comprehensive Parking Action Plan.

The Mobility Study focuses on prioritizing potential enhancements to other modes of transportation throughout Isla Vista and to surrounding areas. DIXON prepared report chapters with an overview of existing conditions and mobility needs based on a substantial amount of past community input, studies, and available data. DIXON conducted a Parking and Mobility Town Hall which included an interactive workshop for attendees to weigh in on the prioritization of draft strategies. Based upon input, DIXON is in the process of developing the final recommendations for both projects.

Some notable deliverables and services delivered and in progress include:

- Existing conditions and needs assessment reports for both the Parking and Mobility Studies that incorporate findings from stakeholder meetings, and surveys.
- Stakeholder engagement strategy with multiple site visits, regular steering committee meetings, public parking meetings, and a range of focus groups.
- Creation and execution of a qualitative parking survey.
- Collection and analysis of parking occupancy data on a monthly basis to capture a year's worth of trends, including both on- and off-street data.
- Development of comprehensive recommendations for parking and mobility.

Jonathan Abboud, General Manager, Isla Vista Community Services District
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California, San Francisco

- Data Collection and Analysis (Rapid LPR Tool)
- July 2021 - Present
- Lead: Cameron Clark | Support: Alex Gayte / Ben Tuazon

DIXON was retained by the San Francisco Municipal Transportation Agency (SFMTA) in 2021 to pilot the DIXON-Developed *Rapid LPR Tool* in the City, with the specific aim of measuring the accuracy of vehicle-mounted License Plate Recognition (LPR) technology and to produce parking occupancy and turnover analysis by comparing results to dashboard camera footage. The successful implementation of this pilot demonstrated both the accuracy and viability of using LPR for data collection and allowed DIXON to optimize the efficiency of translating raw license plate information into accurate parking occupancy and turnover results. This pilot also provided SFMTA with an opportunity to audit the accuracy of their LPR cameras. SFMTA identified large gaps and inaccuracies in the GPS information provided by their LPR equipment and worked directly with the provider, Genetec, to resolve the issues, which had a substantially positive impact on enforcement operations.

Due to the overwhelming success of this pilot program, DIXON has since been contracted to deploy our *Rapid LPR Tool* solution to replace the SFMTA's previous Sensor Independent Rate Adjustment (SIRA) model for their paid performance parking pricing system. In September 2022, DIXON began implementation of the *Rapid LPR Tool* for all paid parking locations within the City of San Francisco. The *Rapid LPR Tool* integrates directly with Genetec's LPR database in order to clean and processes LPR data automatically daily and publish it to our customer-friendly web dashboard. Privacy is a top concern for the City, and we anonymize all license plates and do not store any real license plate numbers. We have also developed an API that allows the SFMTA to automatically pull occupancy and turnover data, per their database requirements, into the City's database, which is used to directly feed into their demand-based paid parking rate changes program.

DIXON creates custom data collection routes for consistent and efficient data collection by SFMTA's fleet of over 80 LPR-equipped parking enforcement vehicles. We also support a dedicated data collection team staffed by LAZ Parking Inc., which has performed collection every day for the past year and a half. In 2023, our project scope was expanded to include the city's Residential Permit Parking (RPP) program in the *Rapid LPR Tool*, allowing SFMTA to analyze both permit and paid parking data in one easy and convenient system. DIXON has helped to transform SFMTA's demand-based parking approach, and in collaboration with SFMTA, this project has proven the cost-effectiveness and accuracy of using mobile LPR to make data-driven parking decisions and avoid the challenges of traditional, fixed-mount sensor technologies.

Alexiy Sukhenko, Project Manager, SFMTA
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California, Pasadena

- Citywide Parking Strategic Plan & Playhouse Village
- March 2020 – Present
- Project Lead: Julie Dixon | Support: Cameron Clark

DIXON was retained by the City in March 2020 to develop a comprehensive Citywide Parking Strategic Plan (Plan) that holistically addresses the City's parking challenges, as well as strategies specific to the Playhouse Village district. The project encompassed an in-depth, virtual operational needs assessment and an extensive stakeholder engagement strategy, which has been a critical component of the planning process due to the diversity of commercial districts and neighborhoods in Pasadena.

The Plan was created to improve the overall experience for residents, visitors, and businesses, and have an immediate impact on the Citywide parking system. In support of this goal, the proposed off-street rate structure—including eliminating the 90-minute free parking time—and the strategy to consolidate operations under a single parking operator contract were approved by the City Council in 2021. Based on extensive data collection, DIXON worked in conjunction with the City to justify the implementation of paid parking with the Playhouse Village Business Association. City staff shared that the Playhouse Village parking management debate has been ongoing for more than a decade and that it was the use of the data analysis that helped the community overcome their concerns and City Council recently approved the implementation of the parking management plan.

Some notable deliverables and services provided include:

- Extensive stakeholder outreach, two online parking surveys, in-person "knock-and-talk" surveys, and community meetings with residents, neighborhood and commercial district associations, business owners and employees, City staff, and a City Council Parking Commission.
- Detailed financial modeling workbook that analyzed operating days and hours, occupancy rates, compliance rates, and rate structures.
- Development of a Citywide Parking Strategic Plan to improve the overall parking experience for residents, visitors, and businesses.
- Customized "how-to" implementation guide that prioritizes consistent user experience across the City's many districts and parking facilities.
- Strategic recommendations utilizing the *DIXON Rapid LPR Tool* to optimize efficient use of parking resources within the Pasadena Playhouse Village District.
- On-street parking occupancy and turnover analysis through DIXON's proprietary analytical tool, the Rapid LPR Tool, which leverages data gathered through the City's license plate recognition technology.

Jon Hamblen, Parking Manager, Parking Services, Department of Transportation
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(626) 744-7463, hamblen@cityofpasadena.net



California, Monterey

- Operational Audit, Parking Action Plan, Parking Consulting
- June 2018 – Present
- Lead: Julie Dixon | Support: Cameron Clark

DIXON was retained by the City in June 2018 to conduct an analysis of its municipal parking operations and develop a Parking Action Plan (Plan). Following the adoption of the Plan, DIXON has continued to provide expert support to the City in implementing the recommended strategies, which has included an organizational refresh, parking technology solicitations, and project management services.

This project is a great example of how DIXON acts as a "Parking Coach" to agencies. From the beginning, DIXON has collaborated with the City using a hands-on approach to thoroughly evaluate challenges, provide customized solutions, and offer full support in the installation and introduction of new technology and policies. DIXON continues to provide the City with expert guidance in parking management, including on-going data reporting and analysis to assist the City with its parking demand management.

Some notable deliverables and services provided include:

- Parking operational analysis through staff interviews, facility tours, and review of on-street and off-street parking data, regulations, pricing, and operations. Comparable cities analysis of six California cities that evaluated the feasibility and effectiveness of proposed strategies and pricing.
- Revenue Modeling Workbook to estimate potential paid parking revenues based on a variety of different rate structures and variables to project financial impacts.
- Parking Action Plan outlining key strategies based on industry best practices and steps for implementing improvements.
- Ongoing expert parking consultation for the implementation of program improvements, including recurring project calls to ensure the progress of actions.
- Organizational and staffing evaluation, including recommendations of staffing levels, job descriptions, and a refresh of the organizational structure.
- Evolution of the Parking Attendant role to include parking enforcement support.
- Implementation support for a new garage Parking Access Revenue Control System (PARCS), a mobile payment system, and Waterfront Lot improvements.
- Procurement support for pay stations and License Plate Recognition technology.
- Development of a signage and wayfinding plan for parking garage facilities.
- Development of an updated residential permit parking program.
- Ongoing parking demand management to increase access to the Coastal Zone, including adjusting paid parking rates, improving customer experience, and supporting sustainable operations.

Cristie Steffy, Parking Superintendent, Parking Division, Public Works

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Section 9. Fee Schedule / Cost Proposal

Cost proposal included separately.

Attachment A

Section 9. Fee Schedule / Cost Proposal

This cost proposal is based on a Flat Fee approach and addresses all Scope of Work elements defined in our proposal. We are adaptive to the City's needs and will modify the proposed project plan and timeline to suit the City's evolving priorities. The budget includes all required travel or related expenses.

Standard Hourly Billing Rates

Classification	Labor Rate Per Hour
Principal Consultant	\$245
Principal Planner	\$225
Senior Associate	\$175
Associate / Data Analyst	\$155
Junior Associate	\$115
Data Collector	\$75

Task	Principal	Principal Planner	Senior Associate	Associate	Junior Associate	Data Collector	Travel Expense	Total \$
Task 1	3 hrs.	7 hrs.	3 hrs.	14 hrs.	8 hrs.	0 hrs.	\$0	\$5,925
Task 2	0 hrs.	0 hrs.	17 hrs.	82 hrs.	73 hrs.	72 hrs.	\$4,295	\$33,775
Task 3	19 hrs.	8 hrs.	28 hrs.	46 hrs.	20 hrs.	0 hrs.	\$750	\$21,535
Total hrs.	22 hrs.	15 hrs.	48 hrs.	142 hrs.	101 hrs.	72 hrs.	\$5,045	\$61,235

Flat fees per Task are detailed below:

Task	Description	Cost
1	Project Management <ul style="list-style-type: none">Project kickoff and monthly project meetingsProject management and coordination	\$5,925 flat fee billed after month 4
2	On and Off-Street Parking Data Collection <ul style="list-style-type: none">Request and review project-relevant background materialsConfirm the project study areaUpdate parking inventory	\$33,775 flat fee billed after month 2
3	On and Off-Street Parking Data Analysis <ul style="list-style-type: none">Perform two days of parking utilization data collectionAnalyze parking utilization dataDevelop a draft Parking Utilization Study ReportCirculate draft ReportFinalize the Parking Utilization Study ReportPresent the Report at up to three meetings	\$21,535 flat fee billed after month 4
Total Cost		\$61,235

Attachment B



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of October, 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") **Contractor X** Hereinafter, ("CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **October 21, 2024 to June 30, 2025**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$XXX,XXX** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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:

Contractor
Address
Address
Attn.XXXX

CITY:

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

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

Party at its applicable address.

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

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

CONSULTANT, INC.:

By: Ricardo Reyes, City Manager

By: **RME**

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

DRAFT

EXHIBIT "A"

SCOPE OF WORK

PROPOSAL FROM SELECTED CONSULTANT.

DRAFT

ITEM 4



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

October 21, 2024

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 AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS ON PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2024 AND 2025 HOLIDAY SEASON

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize and approve Sierra Installations Inc. as the vendor, per Huntington Park Municipal Code, section 2-5.12(i), for the installation, removal and storage of Holiday Decorations on Pacific Boulevard using account #111-6010-451-74.10 in the amount of \$43,285.00; and
2. Authorize the City Manager to enter into a 2-year agreement with Sierra Installations to complete the Holiday decoration installation, removal and storage for 2024 and 2025; with an option to extend an additional year for 2026.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled council meeting of September 20, 2022, Council approved the installation, removal and storage by Sierra Installations Inc. of all the City owned holiday decorations.

In determining the installation for the upcoming Holiday Season other vendors were considered. However, it should be noted that the current vendor, Sierra Installations Inc., is still in possession of the City owned holiday decorations per the contract of 2023. Therefore, it would not be cost effective to contract with another vendor for installation since the City would incur additional charges for the pick-up of our decorations and delivery from Sierra Installations Inc. This vendor has a unique set of background and experience in addressing the City's need as well as their familiarity with the layout of Pacific Boulevard and the particular set-up being requested. Additionally, a benefit that Sierra Installations Inc. can offer as a manufacturer of decorations is that upon

CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS ON PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2024 AND 2025 HOLIDAY SEASON

October 21, 2024

Page 2 of 2

installation or removal if there is any damage, they are able to provide replacement of materials in a timely manner, where other vendors have proven unable to. The cost for the 2024 holiday decoration installation, removal and storage is \$43,285. If the City chooses to enter into a 2-year agreement, the price for the 2025 holiday decoration installation, removal and storage would be at the price of \$44,310. They are offering an option to extend for an additional year in 2026 for the price of \$44,925.00.

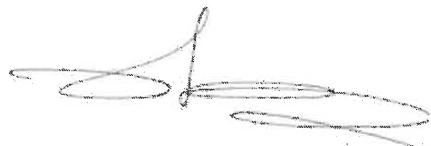
FISCAL IMPACT/FINANCING

Funding for the 2024 installation, storage, and removal of holiday decorations on Pacific Boulevard would be paid for with account #111-6010-451-74.10. Funding for the 2025 installation, storage and removal of holiday decorations will be requested in the City's FY 25-26 Budget.

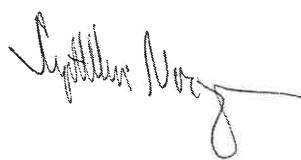
CONCLUSION

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

Respectfully submitted,



Ricardo Reyes
City Manager



Cynthia Norzagaray
Director of Parks and Recreation

ATTACHMENTS

A) Sierra Display Inc. Estimate #1073, Estimate #1074 and Estimate #1075.

ATTACHMENT "A"

ESTIMATE

Sierra Installations, Inc.
P.O. Box 9871
Fresno, CA 93794

sierrainstall@yahoo.com
+1 (559) 834-1122

Bill to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaran
3401 E. Florence
CA.
Huntington Park, CA 90255

Ship to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaran
3401 E. Florence
CA.
Huntington Park, CA 90255

Estimate details

Estimate no.: 1073
Estimate date: 10/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Installation, Removal And Storage Of The Holiday Decorations For The City Of Huntington Park, CA. - 2024 Holiday Season			
2.	1055		Cross Street Decorations	41	\$875.00	\$35,875.00
3.	1055		Pole Mounted Candy Cane	18	\$220.00	\$3,960.00
4.	1055		Cross Street Wreath Decorations	30	\$115.00	\$3,450.00
				Total		\$43,285.00

Accepted date

Accepted by

ESTIMATE

Sierra Installations, Inc.
P.O. Box 9871
Fresno, CA 93794

sienainstall@yahoo.com
+1 (559) 834-1122

Bill to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaray
3401 E. Florence
CA.
Huntington Park, CA 90255

Ship to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaray
3401 E. Florence
CA.
Huntington Park, CA 90255

Estimate details

Estimate no.: 1074
Estimate date: 10/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Installation, Removal And Storage Of The Holiday Decorations For The City Of Huntington Park, CA. - 2025 Holiday Season			
2.		1055	Cross Street Decorations	41	\$900.00	\$36,900.00
3.		1055	Pole Mounted Candy Cane	18	\$220.00	\$3,960.00
4.		1055	Cross Street Wreath Decorations	30	\$115.00	\$3,450.00
			Total			\$44,310.00

Accepted date

Accepted by

ESTIMATE

Sierra Installations, Inc.
P.O. Box 9871
Fresno, CA 93794

sienainstall@yahoo.com
+1 (559) 834-1122

Bill to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaray
3401 E. Florence
CA.
Huntington Park, CA 90255

Ship to
Huntington Park
City Of Huntington Park
ATTN: Cynthia Norzagaray
3401 E. Florence
CA.
Huntington Park, CA 90255

Estimate details

Estimate no.: 1075
Estimate date: 10/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Installation, Removal And Storage Of The Holiday Decorations For The City Of Huntington Park, CA. - 2026 Holiday Season			
2.	1055		Cross Street Decorations	41	\$915.00	\$37,515.00
3.	1055		Pole Mounted Candy Cane	18	\$220.00	\$3,960.00
4.	1055		Cross Street Wreath Decorations	30	\$115.00	\$3,450.00
					Total	\$44,925.00

Accepted date

Accepted by

ITEM 5



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

October 21, 2024

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

Dear Mayor and Members of the City Council:

CONSIDERATION OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving and amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes.

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests (Form 700s). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s. It helps provide transparency in local government as required under the Political Reform Act.

To ensure conflict of interest codes remain current and accurate, the Political Reform Act requires each city to review its conflict-of-interest code biennially and notify the City Council as to whether the code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 2024.

City Administration collaborated with the City Clerk's and City Attorney's offices to review the City's Conflict of Interest Code and to offer revisions for City Council

CONSIDERATION OF RESOLUTION AMENDING THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

October 21, 2024

Page 2 of 2

consideration. As of the last update to the Conflict-of-Interest Code on August 18, 2020, new positions have been added. The amendment offered for City Council consideration adds the following positions:

- Arts and Theatre Commissioners

FISCAL IMPACT/FINANCING

None.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Eduardo Sarmiento
City Clerk

ATTACHMENT(S)

- A. Resolution approving and amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act.

ATTACHMENT "A"

1 RESOLUTION NO. 2024-XX

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 HUNTINGTON PARK CALIFORNIA AMENDING THE CITY
4 OF HUNTINGTON PARK'S CONFLICT OF INTEREST
5 CODE IN ACCORDANCE WITH THE POLITICAL REFORM
6 ACT

7 WHEREAS, the City of Huntington Park California in accordance with the Political
8 Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of
9 interest code; and

10 WHEREAS, the City of Huntington Park California wishes to amend Resolution No.
11 2019-05, amending the existing Conflict of Interest Code for the City of Huntington Park; and

12 WHEREAS, the City of Huntington Park California wishes to incorporate by reference
13 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest
14 Code, which can be incorporated by reference and which may be amended by the Fair
15 Political Practices Commission to conform to amendments in the Political Reform Act.

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

18 **SECTION 1:** Conflict of Interest Code

19 The Political Reform Act. Government Code Section 81000, et seq., requires State and
20 local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair
21 Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730,
22 which contains the terms of a standard Conflict of Interest Code, which can be incorporated by
23 reference and which may be amended by the Fair Political Practices Commission to conform
24 to amendments in the Political Reform Act after public notice and hearings.

25 **SECTION 2:** Amend

26 The City of Huntington Park hereby amends the City of Huntington Park's Conflict of
27 Interest Code.

1 **SECTION 3:** Adoption

2 The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly
3 adopted by the Fair Political Practices Commission are hereby incorporated by reference,
4 along with the attached Appendix A in which Public Officials and Employees are designated
5 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of
6 Interest Code of the City of Huntington Park which is considered the "Agency" within the
7 purview of this Code.

8 **SECTION 4:** Statements

9 Designated employees shall file their statements with the City Clerk, who shall be and
10 perform the duties of filing officer for the City of Huntington Park. Statements will be available
11 for inspection and reproduction pursuant to Government Code Section 81008.

12 **SECTION 5:** Public Officials and Employees Designated

13 Attached as Appendix A to this Resolution and incorporated by reference herein is the
14 list of Public Officials and Employees designated and covered by this code.

15 **SECTION 6:** Disclosure Categories

16 Attached as Appendix B to this Resolution and incorporated by reference herein are
17 the Disclosure Categories of this code.

18 **SECTION 7:** Savings Clause

19 Any change provided for in this Conflict of Interest Code shall not affect or excuse any
20 offense or act committed or done or omission or any penalty or forfeiture incurred or accruing
21 under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or
22 proceeding pending or any judgment rendered in connection with any other Conflict of Interest
23 Code.

24 **SECTION 8:** Effective Date

1 This Resolution shall take effect immediately upon its adoption by the City Council, and
2 the City Clerk shall certify the vote adopting this resolution.
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4

5 **PASSED, APPROVED AND ADOPTED** this 21st day of October 2024.
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8 Karina Macias, Mayor
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10 ATTEST:
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Eduardo Sarmiento
13 City Clerk
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CITY OF HUNTINGTON PARK
Conflict of Interest Code
APPENDIX "A"

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

Mayor
City Council
City Manager
City Attorney
City Clerk
Director of Finance/Administrative Services
Planning Commissioners

Note: All the above are category 1 filers

List of Members required to file disclosure statements:

Civil Service Commission
Health and Education Commission
Historic Preservation Commission
Parks & Recreation Commission
Arts and Theatre Commission

Note: All Boards and Commissions Are Category 1 filers

List of Designated Employees and Disclosure Category	
Department/Position	Disclosure Category
Office of the City Manager	
City Manager	Ricardo Reyes
Assistant City Manager	
Executive Assistant to City Manager	
Sr. Management Analyst	
 Community Development Department	
Associate Planner	Jordan Martinez
Associate Planner	Lemessis Quintero
Assistant Planner	
Building Inspector	(IE)
Building Official	(IE)
Code Enforcement Officer	Stephen Schuch
	Jonathan Zapien
	Jared Valdiviez
	Brittany Pena

1	Planning Manager & Acting Code Enforcement Manager	Paul Bollier
2	Director of Community Development	Steve Forster
3	Permit Technician	(IE)
4	Planning Manager	
	Project Manager	Ishah Ahumada
5	Finance Department	
6	Director of Finance	Jeff Jones
7	Finance Manager	
8	Finance Manager	
9	Senior Accountant	
10	Business License Code Enforcement Officer	
11	Budget Analyst	
12	Purchasing Agent	
13	Human Resources	
14	Human Resource Supervisor	Marisol Nieto
15	Human Resources Technician	
16	Human Resources Manager	
17	Parks and Recreation Department	
18	Community Services Supervisor	
19	Director of Parks and Recreation	Cynthia Norzagaray
20	Management Analyst	
21	Recreation Manager	Celica Quinonez
22	Police Department	
23	Chief of Police	Cosme Lozano
24	Community Service Officer	Crystal Martinez
25	Police Lieutenant	Alfred Martinez
26		Elsa Cobian
27	Public Works Department	
28	Management Analyst	Whitford Marin
29	City Engineer	(IE)
30	Director of Public Works	Gerardo Lopez
31	Public Works Superintendent	Alvaro Encarnacion
32	Public Works Supervisor	Mario Lopez
33	Director of Communications & Community Relations	Sergio Infanzon
34	City Clerk	Eduardo Sarmiento
35	City Attorney	Arnold Alvarez-Glasman
36	The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the	

1 consultant or new position works for. If the new position or consultant performs limited duties, the
2 agency may tailor the disclosure requirements to the duties performed.

3

4 **CITY OF HUNTINGTON PARK**
5 **CONFLICT OF INTEREST CODE**
6 **APPENDIX "B"**

7 **DISCLOSURE CATEGORIES**

8 **Definition**

9 "Unit" as used in this text means the particular department, board, commission, office or other
entity using the disclosure category.

10 **Category**

- 11 1. All investments, business positions, sources of income, including gifts, loans, and
12 travel payments, and interests in real property located in the jurisdiction, including
property located within a two-mile radius of any property owned or used by the City.
- 13 2. All investments, business positions and sources of income, including gifts, loans, and
14 travel payments.
- 15 3. All interests in real property located in the jurisdiction, including property located
16 within a two-mile radius of any property owned or used by the City.
- 17 4. All investments, business positions, and sources of income, including gifts, loans, and
18 travel payments from sources that provide leased facilities, supplies, equipment,
vehicles, machinery, or services, including training or consulting services of the type
utilized by the City
- 19 5. All investments, business positions, and sources of income, including gifts, loans, and
20 travel payments from sources that provide leased facilities, supplies, equipment,
vehicles, machinery, or services, including training or consulting services of the type
utilized by the employee's unit or area of authority.
- 21 6. All investments and business positions in business entities and income from sources
22 engaged in construction, development, building or material supply, including public
works projects.
- 23 7. All investments, business positions, and sources of income, including gifts, loans, and
24 travel payments, or income from a nonprofit organization, if the source is of the type to
receive grants or other monies from or through the City of Huntington Park.
- 25 8. All investments and business positions in, and income from business entities or
26 employment agencies which provide employment or pre-employment services. Services

1 include, but are not limited to testing, training, consulting, job classification studies and
2 salary surveys.

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4 9. Investments and business positions in, and income from business entities which are the
5 type to provide any of the various types of employee insurance coverage and/or actuarial
6 services.

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PUBLIC HEARING(S)

ITEM 1



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

October 21, 2024

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF ORDINANCE TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing and take public testimony; and
2. Approve Ordinance to adopt a new floodplain management plan; to coordinate with the California building standards code; to adopt flood hazard maps; to designate a floodplain administrator; and for other purposes; providing for severability and an effective date.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 20, 2024 the City of Huntington Park City Council adopted resolution No. 2024-02 to participate in the National Flood Insurance Program (NFIP) and cooperate with the Federal Emergency Management Agency (FEMA). The purpose of this ordinance is to advance public health, safety, and general welfare by implementing measures designed to minimize both public and private losses resulting from flood conditions. This ordinance aims to safeguard human life and health, reduce the necessity for rescue and relief efforts—typically funded by the general public—and mitigate prolonged business interruptions.

FACTS AND PROVISIONS

A new floodplain management plan aims to enhance flood risk assessment, improve mitigation strategies, and ensure effective management of floodplain areas. Since the City of Huntington Park is mostly flat and fully developed, it has a high concentration of impermeable surfaces that either trap water or channel it through unnatural pathways. During urban flooding events, streets can turn into fast-moving rivers and may become inundated. Additionally, storm drains frequently clog with debris, leading to further

**CONSIDERATION AND APPROVAL OF RESOLUTION 2024-XX TO PARTICIPATE
IN THE NATIONAL FLOOD INSURANCE PROGRAM AND COOPERATE WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

October 21, 2024

Page 2 of 2

localized flooding. The flood management plan will follow regulations set forth by the adopted ordinance in addition to the published and regularly updated California Building Code to ensure proper building protocol.

FISCAL IMPACT

A flood insurance program serves to mitigate the financial risks linked with flood-related damage. Enhanced flood management strategies can result in long-term savings by decreasing flood damage, reducing emergency response expenses, and potentially lowering flood insurance premiums for the community. Participation in a federally supported flood insurance program also provides the potential for federal assistance and grants during a disaster, offering substantial relief for the City. Additionally, the National Flood Insurance Program (NFIP) occasionally offers funding and incentives for flood mitigation projects, which can help offset some of the costs associated with floodplain management.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Director of Community Development

ATTACHMENT(S)

A. Flood Management Ordinance

Attachment "A"

ORDINANCE NO. 2024 - XX

**AN ORDINANCE BY THE HUNTINGTON PARK CITY COUNCIL TO ADOPT A NEW
FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA
BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A
FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the Legislature of the State of California has, in Government Code sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Huntington Park (“City”) and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, for participation in the National Flood Insurance Program the City Council desires to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, pursuant to the California Health and Safety Code, Division 13, Part 1.5 and Part 2.5, the City of Huntington Park is required to administer and enforce the California Building Standards Code (as adopted in Huntington Park Municipal Code section 8-1.02) which contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the California Building Standards Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntington Park as follows:

SECTION 1. The City Council finds the foregoing recitals true and correct and hereby incorporates them in this Ordinance.

CHAPTER XX – FLOODPLAIN MANAGEMENT

PART I - SCOPE AND ADMINISTRATION

ARTICLE 101 GENERAL PROVISIONS

Sec. 101-1. - Title. The following regulations shall be known as the "Floodplain Management Regulations of the City of Huntington Park". Additionally, as set forth in Huntington Park Municipal Code (HPMC) Chapter VIII, Article I, the City has adopted the California Building Standards Code.

1 as published and regularly updated by the California Building Standards Commission (CCR, tit. 24)
2 ("Building Standards Code"). These regulations, in combination with the Building Standards Code,
3 shall govern floodplain management within the City.

4 **Sec. 101-2. - Statutory authority.** The Legislature of the State of California has, in Government
5 Code Sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt
6 regulations designed to promote the public health, safety, and general welfare of its citizenry.

7 **Sec. 101-3. - Scope.** The provisions of these regulations, in combination with the flood provisions of
8 the Building Standards Code, shall apply to all proposed development entirely or partially in flood
9 hazard areas established in Section 102-2 of these regulations.

10 **Sec. 101-4. – Purposes and objectives.** The purposes and objectives of these regulations and the
11 flood load and flood resistant construction requirements of the Building Standards Code are to
12 promote the public health, safety and general welfare and to minimize public and private losses due to
13 flood conditions in specific flood hazard areas through the establishment of comprehensive
14 regulations for management of flood hazard areas, designed to:

- 15 (1) Minimize unnecessary disruption of commerce, access and public service during times of
16 flooding.
- 17 (2) Require the use of appropriate construction practices to prevent or minimize future flood
18 damage.
- 19 (3) Manage the alteration of natural floodplains, stream channels and shorelines to minimize the
20 impact of development on the natural and beneficial functions of the floodplain.
- 21 (4) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of
22 equipment or materials, and other development which may increase flood damage or erosion
23 potential.
- 24 (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase
25 flood hazards.
- 26 (6) Contribute to improved construction techniques in the floodplain.
- 27 (7) Minimize damage to public and private facilities and utilities.
- 28 (8) Help maintain a stable tax base by providing for the sound use and development of flood
29 hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.

30 Ensure that property owners, occupants, and potential owners are aware of property located in
31 flood hazard areas.

- 32 (10) Minimize the need for future expenditure of public funds for flood control projects and
33 response to and recovery from flood events.
- 34 (11) Meet the requirements of the National Flood Insurance Program for community
35 participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

36 **Sec. 101-5. - Coordination with California Building Standards Code.** Pursuant to the requirement
37 established in State statute that the City administer and enforce the California Building Standards
38 Code, the City acknowledges that the Building Standards Code contains certain provisions that apply

1 to the design and construction of buildings and structures in flood hazard areas. Therefore, these
2 regulations are intended to be administered and enforced in conjunction with the Building Standards
Code.

3 **Sec. 101-6. - Warning.** The degree of flood protection required by these regulations and the Building
4 Standards Code is considered reasonable for regulatory purposes and is based on scientific and
engineering considerations. Larger floods can and will occur. Flood heights may be increased by
5 man-made or natural causes. Enforcement of these regulations and the Building Standards Code does not
6 imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard
areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations
7 contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements
8 of Title 44, Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal
9 Emergency Management Agency, requiring the City to revise these regulations to remain eligible for
participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or
future use is implied or expressed by compliance with these regulations.

10 **Sec. 101-7. - Disclaimer of liability.** These regulations shall not create liability on the part of the City,
11 including the City Council and any City officer, employee or agent, the State of California, or the Federal
12 Emergency Management Agency, for any flood damage that results from reliance on these regulations, or
any administrative decision lawfully made hereunder. The Floodplain Administrator and any employee
13 charged with the enforcement of these regulations, while acting on behalf the City in good faith and
without malice in the discharge of the duties required by these regulations or other pertinent law or
ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal
14 liability for any damage accruing to persons or property as a result of any act or by reason of an act or
omission in the discharge of official duties. Any suit instituted against an officer or employee because
15 of an act performed by that officer or employee in the lawful discharge of duties and under the
provisions of these regulations shall be defended by the City Attorney's Office until the final
16 termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable
17 for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these
regulations.

18 **Sec. 101-8. - Other laws.** The provisions of these regulations shall not be deemed to nullify any
provisions of local, State or federal law.

19 **Sec. 101-9. - Abrogation and greater restrictions.** These regulations supersede any City ordinance
20 in effect in flood hazard areas. However, these regulations are not intended to repeal, abrogate or
21 impair any existing ordinances including land development regulations, subdivision regulations,
22 zoning ordinances, stormwater management regulations, or building codes, nor any existing
23 easements, covenants, or deed restrictions. In the event of an overlap or conflict between these
24 regulations and any other ordinance, code, regulation, easement, covenant, or deed restriction, the
more restrictive shall govern.

25 **ARTICLE 102 APPLICABILITY**

26 **Sec. 102-1. - General applicability.** These regulations, in conjunction with the Building Standards
27 Code, provide minimum requirements for development located in flood hazard areas, including the
subdivision of land; filling, grading and other site improvements; installation of utilities; installation,
28 placement and replacement of manufactured homes; placement of recreational vehicles; installation
of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group

1 U buildings and structures; certain building work exempt from permit under the Building Standards
2 Code; and flood control projects.

3 **Sec. 102-2. - Establishment of flood hazard areas.** The Flood Insurance Rate Map Number (FIRM)
4 for Huntington Park, California, 06037C1805F, effective on 9/26/2008, and all subsequent
5 amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all
6 subsequent amendments and revisions to such maps, and all subsequent amendments and revisions to
7 such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for
8 establishing flood hazard areas. Where the Building Standards Code establishes flood hazard areas,
9 such areas are established by this section. Additional maps and studies, when specifically adopted,
10 supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that
11 establish flood hazard areas are on file at the City of Huntington Park, 6500 Miles Ave, Huntington
12 Park CA, 90255

13 **Sec. 102-3. - Interpretation.** In the interpretation and application of these regulations, all provisions
14 shall be:

- 15 (1) Considered as minimum requirements.
- 16 (2) Liberally construed in favor of the City.
- 17 (3) Deemed neither to limit nor repeal any other powers granted to the City under State statutes.

18 **ARTICLE 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

19 **Sec. 103-1. - Designation.** The Public Works Director is designated the Floodplain Administrator.
20 The Floodplain Administrator shall have the authority to delegate the performance of certain duties to
21 other employees.

22 **Sec. 103-2. - General authority.** The Floodplain Administrator is authorized and directed to
23 administer and enforce these regulations. The Floodplain Administrator shall have the authority to
24 render interpretations of these regulations and to establish policies and procedures in order to clarify
25 the application of its provisions. Such interpretations, policies and procedures shall be consistent with
26 the intent and purpose of these regulations and the flood provisions of the Building Standards Code
pursuant to Article 107 of these regulations. The Floodplain Administrator is authorized to waive the
submission of site plans, construction documents, and other data that are required by these regulations
but that are not required to be prepared by a qualified California (CA) Licensed Land Surveyor or
Civil Engineer when it is found that the nature of the proposed development is such that the review of
such submissions is not necessary to ascertain compliance with these regulations.

27 **Sec. 103-3. - Coordination.** The Floodplain Administrator shall coordinate with and provide
28 comments to the Building Official to administer and enforce the flood provisions of the Building
Standards Code to ensure compliance with the applicable provisions of these regulations. The
Floodplain Administrator and the Building Official have the authority to establish written procedures
for reviewing applications and conducting inspections for buildings and for administering and
documenting determinations of substantial improvement and substantial damage made pursuant to
Section 103-5 of these regulations.

29 **Sec. 103-4. - Duties.** The Floodplain Administrator, in coordination with other City departments,
30 shall:

- (1) Review all permit applications and plans to determine whether proposed development is located in flood hazard areas.
- (2) Review all applications and plans for development in flood hazard areas for compliance with these regulations.
- (3) Review, in coordination with the Building Official, required design certifications and documentation of elevations specified by the Building Standards Code to determine that such certifications and documentations are complete.
- (4) Review applications and plans for modification of any existing development in flood hazard areas for compliance with these regulations.
- (5) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (6) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (7) Determine whether additional flood hazard data shall be obtained from other sources or developed by the applicant.
- (8) Complete the appropriate section of the Department of Housing and Community Development Floodplain Ordinance Compliance Certification for Manufactured Home/Mobile home Installations when submitted by applicants.
- (9) Review requests submitted to the Building Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Building Standards Code, to determine whether such requests require consideration as a variance pursuant to Article 107 of these regulations.
- (10) Coordinate with the Building Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (11) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (12) Require applicants who propose alteration of a watercourse to notify adjacent communities and the NFIP State Coordinating Agency, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (13) Inspect development in accordance with Article 106 of these regulations and inspect flood hazard areas to determine when development is undertaken without issuance of permits.
- (14) Prepare comments and recommendations for consideration when applicants seek variances for development other than buildings in accordance with Article 107 of these regulations.
- (15) Cite violations in accordance with Article 108 of these regulations.
- (16) Notify FEMA when the corporate boundaries of the City have been modified and provide a map and legal description of the changes in the corporate boundaries.

1 **Sec. 103-5. - Substantial improvement and substantial damage determinations.** For applications
2 for building permits to improve buildings and structures, including alterations, movement,
3 enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements,
4 repairs of substantial damage, and any other improvement of or work on such buildings and
5 structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- 6 (1) Estimate the market value or require the applicant to obtain an appraisal of the market value
7 prepared by a qualified independent appraiser, of the building or structure before the start of
8 construction of the proposed work; in the case of repair, the market value of the building or
9 structure shall be the market value before the damage occurred and before any repairs are
10 made.
- 11 (2) Compare the cost to perform the improvement, the cost to repair the damaged building to its
12 pre-damaged condition, or the combined costs of improvements and repairs, when applicable,
13 to the market value of the building or structure.
- 14 (3) The cost of improvements or repairs shall be cumulative over a five (5) year period. The
15 period of accumulation begins when the first improvement or repair of each building is
16 permitted.
- 17 (4) Determine and document whether the proposed work constitutes substantial improvement or
18 repair of substantial damage.
- 19 (5) Notify the applicant when it is determined that the work constitutes substantial improvement
20 or repair of substantial damage and that compliance with the flood resistant construction
21 requirements of the Building Standards Code is required and notify the applicant when it is
22 determined that work does not constitute substantial improvement or repair of substantial
23 damage.

24 **Sec. 103-6. - Department records.** In addition to the requirements of the Building Standards Code
25 and these regulations, and regardless of any limitation on the period required for retention of public
26 records, the Floodplain Administrator shall maintain and permanently keep and make available for
27 public inspection all records that are necessary for the administration of these regulations and the
28 flood provisions of the Building Standards Code, including Flood Insurance Studies and Flood
Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; records of issuance of
permits and denial of permits; determinations of whether proposed work constitutes substantial
improvement or repair of substantial damage; required certifications and documentation specified by
the Building Standards Code and these regulations; notifications to adjacent communities, FEMA,
and the State related to alterations of watercourses; assurance that the flood carrying capacity of
altered waterways will be maintained; documentation related to variances, including justification for
issuance or denial; and records of enforcement actions taken pursuant to these regulations and the
flood resistant provisions of the Building Standards Code.

24 **ARTICLE 104 PERMITS FOR FLOODPLAIN DEVELOPMENT**

25 **Sec. 104-1. - Permits required.** Any person, owner or authorized agent who intends to conduct any
26 development in a flood hazard area shall first make application to the Floodplain Administrator and
27 shall obtain the required permit for floodplain development. No permit shall be issued until
28 compliance with the requirements of these regulations and all other applicable codes and regulations
has been satisfied. No building permit shall be issued based on Conditional Letters of Map Revision
issued by FEMA. Depending on the nature and extent of proposed development that includes a
building or structure, the Floodplain Administrator may determine a permit for floodplain

1 development is required in addition to a building permit.

2 **Sec. 104-2. - Application for permit.** The applicant shall file an application in writing on a form
3 furnished by the Floodplain Administrator. The information provided shall:

- 4 (1) Identify and describe the development to be covered by the permit.
- 5 (2) Describe the land on which the proposed development is to be conducted by legal description,
street address or similar description that will readily identify and definitely locate the site.
- 6 (3) Indicate the use and occupancy for which the proposed development is intended.
- 7 (4) Be accompanied by a site plan and construction documents as specified in Article 105 of these
regulations, including grading, excavation and filling plans and other information deemed
appropriate by the Floodplain Administrator.
- 8 (5) State the valuation of the proposed work.
- 9 (6) Be signed by the applicant or the applicant's authorized agent.
- 10 (7) Include such other data and information required by the Floodplain Administrator to
demonstrate compliance with these regulations.

12 **Sec. 104-3. - Validity of permit.** The issuance of a permit for floodplain development under these
13 regulations or the Building Standards Code shall not be construed to be a permit for, or approval of,
14 any violation of these regulations, the Building Standards Code, or any other applicable City law. The
15 issuance of a permit for floodplain development based on submitted documents and information shall
not prevent the Floodplain Administrator from requiring the correction of errors and omissions. The
16 Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in
violation of these regulations.

17 **Sec. 104-4. - Other permits required.** The applicant shall obtain all other required State and federal
18 permits prior to initiating work authorized by these regulations and shall provide documentation of
19 such permits to the Floodplain Administrator. Such permits include but are not limited to the
California State Water Resources Control Board for activities that affect wetlands and alter surface
water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water
20 Act.

21 **Sec. 104-5. - Expiration.** A permit for floodplain development shall become invalid when the
22 proposed development is not commenced within 180 days after its issuance, or when the work
23 authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions
24 shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is
authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days
each unless FEMA has issued notification of revision to the Flood Insurance Rate Study and Flood
Insurance Rate Maps that alter the flood hazard area or floodway boundaries, flood zones, or base
25 flood elevations, in which case the permit is invalid.

26 **Sec. 104-6. - Suspension or revocation.** The Floodplain Administrator is authorized to suspend or
27 revoke a permit for floodplain development issued under these regulations wherever the permit is
issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of
28 these regulations or any other applicable City law.

1 **Sec. 104-7. - Appeals of decisions.** When it is alleged there is an error in any decision or
2 determination made by the Floodplain Administrator in the interpretation or enforcement of these
3 regulations, such decision or determination may be appealed to the City Council by filing a written
4 appeal with the City Clerk setting forth the reasons of the appeal. Such notice must be filed within
5 fourteen (14) days after notice of such action appealed from. The City Clerk shall set the matter for
6 hearing not less than five (5) days prior to such hearing. At such hearing the applicant shall show
7 cause, on the grounds specified in the notice of appeal, why the action excepted to should not be
8 approved. Such hearing may, by the Council, be continued over, and its findings on the appeal shall
9 be final and conclusive in the matter.

7 ARTICLE 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

8 **Sec. 105-1. - Information for development in flood hazard areas.** The site plan or construction
9 documents for any development subject to the requirements of these regulations shall be drawn to
scale and shall include, as applicable to the proposed development:

- 10 (1) Delineation of flood hazard areas; floodway boundaries and flood zone(s); base flood
11 elevation(s); ground elevations; proposed filling, grading, and excavation; and drainage
12 patterns and facilities when necessary for review of the proposed development.
- 13 (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood
14 Insurance Study, they shall be established in accordance with Section 105-2 or Section 105-3
15 of these regulations.
- 16 (3) Where the parcel on which the proposed development will take place will have more than 50
17 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the
18 Flood Insurance Study, such elevations shall be established in accordance with Section 105-
19 2(2) of these regulations.
- 20 (4) Location of the proposed activity and proposed structures; locations of water supply, sanitary
21 sewer, and other utilities; and locations of existing buildings and structures.
- 22 (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- 23 (6) Where the placement of fill is proposed, the amount, type, and source of fill material;
24 compaction specifications; a description of the intended purpose of the fill areas; and evidence
25 that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- 26 (7) Existing and proposed alignment of any proposed alteration of a watercourse.

27 **Sec. 105-2. - Information in flood hazard areas without base flood elevations (approximate
28 Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have
not been provided, the Floodplain Administrator is authorized to:

- 29 (1) Require the applicant to include base flood elevation data prepared by a qualified CA
30 Licensed Civil Engineer in accordance with currently accepted engineering practices. Such
31 analyses shall be performed and sealed by a qualified CA Licensed Civil Engineer. Studies,
32 analyses and computations shall be submitted in sufficient detail to allow review and
33 approval by the Floodplain Administrator. The accuracy of data submitted for such
34 determination shall be the responsibility of the applicant.
- 35 (2) Obtain, review, and provide to applicants base flood elevation and floodway data available
36 from a federal or state agency or other source or require the applicant to obtain and use base
37 flood elevation and floodway data available from a federal or state agency or other source.

1 (3) Where base flood elevation and floodway data are not available from another source, where
2 the available data are deemed by the Floodplain Administrator to not reasonably reflect
3 flooding conditions, or where the available data are known to be scientifically or technically
incorrect or otherwise inadequate:

4 (a) Require the applicant to include base flood elevation data in accordance with
Section 105-2(1) of these regulations; or

5 (b) Specify that the base flood elevation is two (2) feet above the highest adjacent
grade at the location of the development, provided there is no evidence indicating
flood depths have been or may be greater than two (2) feet.

6 (4) Where the base flood elevation data are to be used to support a request for a Letter of Map
7 Change from FEMA, advise the applicant that the analyses shall be prepared by a qualified
8 CA Licensed Civil Engineer in a format required by FEMA, and that it shall be the
9 responsibility of the applicant to satisfy the submittal requirements and pay the processing
fees.

10 **Sec. 105-3. - Additional analyses and certifications.** As applicable to the location and nature of the
11 proposed development activity, and in addition to the requirements of these regulations, the applicant
12 shall have the following analyses signed and sealed by a qualified CA Licensed Civil Engineer for
13 submission with the site plan and construction documents:

14 (1) For development activities proposed to be located in a floodway, a floodway encroachment
analysis that demonstrates that the encroachment of the proposed development will not cause
any increase in base flood elevations; where the applicant proposes to undertake development
activities that do increase base flood elevations, the applicant shall submit such analysis to
FEMA as specified in Section 105-4 of these regulations and shall submit the Conditional
Letter of Map Revision, when issued by FEMA, with the site plan and construction
documents.

15 (2) For development activities proposed to be located in a riverine flood hazard area where base
flood elevations are included in the Flood Insurance Study or on the FIRM but floodways
have not been designated, hydrologic and hydraulic analyses that demonstrate that the
cumulative effect of the proposed development, when combined with all other existing and
anticipated flood hazard area encroachments, will not increase the base flood elevation more
than one (1) foot at any point within the City. This requirement does not apply in isolated
flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas
identified as Zone AO or Zone AH.

16 (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard
engineering practices that demonstrates the flood-carrying capacity of the altered or relocated
portion of the watercourse will not be decreased, and certification that the altered watercourse
shall be maintained in a manner which preserves the channel's flood-carrying capacity. The
applicant shall submit the analysis to FEMA as specified in Section 105-4 of these
regulations. The applicant shall notify the chief executive officer of adjacent communities and
the California Department of Water Resources. The Floodplain Administrator shall maintain a
copy of the notification in the permit records and shall submit a copy to FEMA.

17 **Sec. 105-4. - Submission of additional data.** When additional hydrologic, hydraulic or other
18 engineering data, studies, and additional analyses are submitted to support an application, the
19 applicant has the right to seek a Letter of Map Change from FEMA to change the base flood
20 elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on
21

1 FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a
2 qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and
3 processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional
4 Letter of Map Revision, construction of proposed flood control projects and land preparation for
development are permitted, including clearing, excavation, grading, and filling. Permits for
construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for
issuance of a Letter of Map Revision.

5

6 ARTICLE 106 INSPECTIONS

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8 **Sec. 106-1. - Inspections, in general.** Development for which a permit for floodplain development is
9 required shall be subject to inspection. Approval as a result of an inspection shall not be construed to
be an approval of a violation of the provisions of these regulations or the Building Standards Code.
10 Inspections presuming to give authority to violate or cancel the provisions of these regulations or the
11 Building Standards Code or other ordinances shall not be valid.

12 **Sec. 106-2. - Inspections of development other than buildings and structures.** The Floodplain
13 Administrator shall make or cause to be made, inspections of all development other than buildings
14 and structures that is authorized by issuance of a permit for floodplain development under these
15 regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to
16 determine when development is undertaken without issuance of a permit.

17 **Sec. 106-3. - Inspections of manufactured homes installations.** The Floodplain Administrator shall
18 make or cause to be made, inspections of installation and replacement of manufactured homes in
19 flood hazard areas authorized by issuance of a permit for floodplain development under these
20 regulations. Upon installation of a manufactured home and receipt of the elevation certification
21 required in Section 304-1 of these regulations the Floodplain Administrator shall inspect the
22 installation or have the installation inspected.

23 **Sec. 106-4. - Buildings and structures.** The Building Official shall make or cause to be made,
24 inspections for buildings and structures in flood hazard areas authorized by permit, in accordance
25 with the Building Standards Code:

- 26 (1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and
27 prior to further vertical construction, certification of the elevation required in the Building
Standards Code shall be prepared by a CA Licensed Land Surveyor or Civil Engineer and
submitted to the Building Official.
- 28 (2) **Final inspection.** Prior to the final inspection, certification of the elevation required in the
Building Standards Code shall be prepared by a CA Licensed Land Surveyor or Civil
Engineer and submitted to the Building Official.

29

30 ARTICLE 107 VARIANCES

31

32 **Sec. 107-1. - Nature of variances.** The considerations and conditions for variances set forth in this
33 article are based on the general principle of zoning law that variances pertain to a piece of property
34 and are not personal in nature. A variance may be issued for a parcel of property with physical
35 characteristics so unusual that complying with the requirements of these regulations would create an
exceptional hardship to the applicant or the surrounding property owners. The characteristics must be
36 unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain

1 to the land itself, not to the structure, its inhabitants, or the property owners. The issuance of a
2 variance is for floodplain management purposes only. Federal flood insurance premium rates are
3 determined by the National Flood Insurance Program according to actuarial risk and will not be
modified by the granting of a variance.

4 It is the duty of the City to promote public health, safety and welfare and minimize losses from
5 flooding. This duty is so compelling and the implications of property damage and the cost of insuring
6 a structure built below flood level are so serious that variances from the elevation or other
7 requirements in the Building Standards Code should be quite rare. The long term goal of preventing
8 and reducing flood loss and damage, and minimizing recovery costs, inconvenience, danger, and
suffering, can only be met when variances are strictly limited. Therefore, the variance requirements
in these regulations are detailed and contain multiple provisions that must be met before a variance
can be properly issued. The criteria are designed to screen out those situations in which alternatives
other than a variance are more appropriate.

9
10 **Sec. 107-2. – Variances; general.** The City Council shall hear and decide requests for variances from
the strict application of these regulations.

11
12 **Sec. 107-3. - Limitations on authority.** The City Council shall base its determination on technical
13 justifications submitted by applicants, the considerations and conditions set forth in this article, the
14 comments and recommendations of the Floodplain Administrator and Building Official, as
15 applicable, and has the right to attach such conditions to variances as it deems necessary to further the
16 purposes and objectives of these regulations and the Building Standards Code.

17
18 **Sec. 107-4. - Records.** The Floodplain Administrator shall maintain a permanent record of all
variance actions, including justification for issuance.

19
20 **Sec. 107-5. - Historic structures.** A variance is authorized to be issued for the repair, improvement,
or rehabilitation of a historic structure upon a determination that the proposed repair, improvement, or
rehabilitation will not preclude the structure's continued designation as a historic structure, and the
variance is the minimum necessary to preserve the historic character and design of the structure.
When the proposed work precludes the structure's continued designation as a historic building, a
variance shall not be granted and the structure and any repair, improvement, and rehabilitation shall
be subject to the requirements of the Building Standards Code.

21
22 **Sec. 107-6. - Restrictions in floodways.** A variance shall not be issued for any proposed
development in a floodway when any increase in flood levels would result during the base flood
discharge, as evidenced by the applicable analyses required in Section 105-3(1) of these regulations.

23
24 **Sec. 107-7. - Functionally dependent uses.** A variance is authorized to be issued for the construction
or substantial improvement necessary for the conduct of a functionally dependent use provided the
criteria in Section 1612 of the California Building Code (CCR Title 24 Part 2) or Section R322 of the
California Residential Code (CCR Title 24 Part 2.5) are met, as applicable, and the variance is the
minimum necessary to allow the construction or substantial improvement, and that all due
consideration has been given to use of methods and materials that minimize flood damages during the
base flood and create no additional threats to public safety.

25
26
27
28 **Sec. 107-8. - Considerations for issuance of variances.** In reviewing applications for variances, all

1 technical evaluations, all relevant factors, all other requirements of these regulations and the Building
2 Standards Code, as applicable, and the following shall be considered:

- 3 (1) The danger that materials and debris may be swept onto other lands resulting in further injury
4 or damage.
- 5 (2) The danger to life and property due to flooding or erosion damage.
- 6 (3) The susceptibility of the proposed development, including contents, to flood damage and the
7 effect of such damage on current and future owners.
- 8 (4) The importance of the services provided by the proposed development to the City.
- 9 (5) The availability of alternate locations for the proposed development that are not subject to
10 flooding or erosion and the necessity of a waterfront location, where applicable.
- 11 (6) The compatibility of the proposed development with existing and anticipated development.
- 12 (7) The relationship of the proposed development to the comprehensive plan and floodplain
13 management program for that area.
- 14 (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- 15 (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the
16 floodwater and the effects of wave action, if applicable, expected at the site.
- 17 (10) The costs of providing governmental services during and after flood conditions
18 including maintenance and repair of public utilities and facilities such as sewer, gas, electrical
19 and water systems, streets and bridges.

20 **Sec. 107-9. - Conditions for issuance of variances.** Variances shall only be issued upon:

- 21 (1) Submission by the applicant of a showing of good and sufficient cause that the unique
22 characteristics of the size, configuration or topography of the site limit compliance with any
23 provision of these regulations or renders the elevation standards of the Building Standards
24 Code inappropriate.
- 25 (2) A determination that failure to grant the variance would result in exceptional hardship due to
26 the physical characteristics of the land that render the lot undevelopable.
- 27 (3) A determination that the granting of a variance will not result in increased flood heights,
28 additional threats to public safety, extraordinary public expense, nor create nuisances, cause
fraud on or victimization of the public or future property owners, or conflict with existing
local laws or ordinances.
- 29 (4) A determination that the variance is the minimum necessary, considering the flood hazard, to
afford relief.
- 30 (5) When the request is to allow construction of the lowest floor of a new building or substantial
improvement of a building below the base flood elevation, notification to the applicant in
writing over the signature of the Floodplain Administrator specifying the difference between
the base flood elevation and the proposed elevation of the lowest floor, stating that issuance of
a variance to construct below the elevation required in the Building Standards Code will result
in increased premium rates for federal flood insurance up to amounts as high as \$25 for \$100
of insurance coverage, and that such construction below the required elevation increases risks
to life and property.

1 ARTICLE 108 VIOLATIONS

2 **Sec. 108-1. - Violations.** Any development in any flood hazard area that is being performed without
3 an issued permit or that conflicts with an issued permit shall be deemed a violation of these
4 regulations. A building or structure without the documentation of the elevation of the lowest floor,
5 other required design certifications, or other evidence of compliance required by these regulations or
6 the Building Standards Code, is presumed to be a violation until such time as required documentation
7 is submitted. Violation of the requirements shall constitute a misdemeanor.

8 **Sec. 108-2. - Authority.** The Floodplain Administrator is authorized to serve notices of violation or
9 stop work orders to owners of property involved, to the owner's agent, or to the person or persons
10 doing the work for development that is not within the scope of the Building Standards Code but is
11 regulated by these regulations and that is determined to be a violation thereof.

12 **Sec. 108-3. - Unlawful continuance.** Any person who shall continue any work after having been
13 served with a notice of violation or a stop work order, except such work as that person is directed to
14 perform to remove or remedy a violation or unsafe condition, shall be subject to any applicable
15 penalties as prescribed by law, including but not limited to those set forth in Huntington Park
16 Municipal Code section 1-2

17 **PART II. – DEFINITIONS**

18 **ARTICLE 201 DEFINITIONS**

19 **Sec. 201-1. - General.** The following words and terms shall, for the purposes of these regulations,
20 have the meanings shown herein. Where terms are not defined in these regulations and are defined in
21 the California Building Code (CCR Title 24 Part 2) and used in the California Residential Code (CCR
22 Title 24 Part 2.5), such terms shall have the meanings ascribed to them in those codes. Where terms
23 are not defined in these regulations or the Building Standards Code, such terms shall have ordinarily
24 accepted meanings such as the context implies.

25 **Sec. 201-2. - Definitions**

26 **“Accessory Structure”** means a structure on the same parcel of property as a principal structure and
27 the use of which is incidental to the use of the principal structure. For floodplain management
28 purposes, the term includes only accessory structures used for parking and storage.

29 **“Agricultural Structure”** means a walled and roofed structure used exclusively for agricultural
30 purposes or uses in connection with the production, harvesting, storage, raising, or drying of
31 agricultural commodities and livestock, including aquatic organisms. Structures that house tools or
32 equipment used in connection with these purposes or uses are also considered to have agricultural
33 purposes or uses.

34 **“Alteration of a watercourse”** means a dam, impoundment, channel relocation, change in channel
35 alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or
36 any other form of modification which may alter, impede, retard or change the direction and/or
37 velocity of the riverine flow of water during conditions of the base flood.

1 **“ASCE 24”** means the standard Flood Resistant Design and Construction as referenced by the
2 Building Standards Code, developed and published by the American Society of Civil Engineers,
3 Reston, VA. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the
Building Standards Code.

4 **“Base flood”** means the flood having a 1-percent chance of being equaled or exceeded in any given
5 year. [Also defined in CCR Title 24 Part 2.]

6 **“Base flood elevation”** means the elevation of the base flood, including wave height, relative to the
7 National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other
datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in CCR Title 24 Part 2.]

8 **“Basement”** means, for the purpose of floodplain management, the portion of a building having its
9 floor subgrade (below ground level) on all sides. [Also defined in CCR Title 24 Part 2.]

10 **“Building Standards Code”** means California Code of Regulations Title 24, which is comprised of
the family of building codes specifically adopted by the State of California including:

11 (1) Part 2, applicable to buildings and structures other than dwellings within the scope of this
part;
12 (2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three
stories, and accessory structures;
13 (3) Part 10, applicable to existing buildings (as defined in that code);
14 (4) The remaining Parts 1 through 10 of the Building Standards Code.

15 **“Design flood”** means the flood associated with the greater of the following two areas: [Also defined
in CCR Title 24 Part 2.]

16 (1) Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.
17 (2) Area designated as a flood hazard area on the City’s flood hazard map, or otherwise legally
designated.

18 **“Design flood elevation”** means the elevation of the “design flood,” including wave height, relative
19 to the datum specified on the City’s legally designated flood hazard map. In areas designated as Zone
AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s
20 perimeter plus the depth number (in feet) specified on the flood hazard map plus 1 foot (305 mm). In
areas designated as Zone AO where a depth number is not specified on the map, the depth number
21 shall be taken as being equal to 2 feet (610 mm) plus 1 foot (305mm) for a total of 3 feet (915 mm).
22 [Also defined in CCR Title 24 Part 2.]

23 **“Development”** means any manmade change to improved or unimproved real estate, including but
24 not limited to, buildings or other structures, temporary structures, temporary or permanent storage of
materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control
25 projects, and other land-disturbing activities.

26 **“Encroachment”** means the placement of fill, excavation, buildings, permanent structures or other
27 development into a flood hazard area which may impede or alter the flow capacity of riverine flood
hazard areas.

28 **“Exceptional hardship”** means, for the purpose of variances from these regulations or the Building
Standards Code, the exceptional difficulty that would result from a failure to grant a requested

1 variance. Mere economic or financial hardship is not exceptional. Inconvenience, aesthetic
2 considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors do
3 not, as a rule, qualify as exceptional hardships. All of these circumstances can be resolved through
4 other means without granting variances, even when the alternatives are more expensive or require the
5 property owner to build elsewhere or put the parcel to a different use than originally intended.

6 **"Existing manufactured home park or subdivision"** means a manufactured home park or
7 subdivision for which the construction of facilities for servicing the lots on which the manufactured
8 homes are to be affixed (including, at a minimum, the installation of utilities, the construction of
9 streets, and either final site grading or the pouring of concrete pads) was completed before the
10 effective date of the floodplain management regulations adopted by this community.

11 **"Expansion to an existing manufactured home park or subdivision"** means the preparation of
12 additional sites by the construction of facilities for servicing the lots on which the manufactured
13 homes are to be affixed (including the installation of utilities, the construction of streets, and either
14 final site grading or the pouring of concrete pads).

15 **"Flood or flooding"** means a general and temporary condition of partial or complete inundation of
16 normally dry land from:

- 17 (1) The overflow of inland or tidal waters.
- 18 (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- 19 (3) Mudslides (i.e., mudflows) which are proximately caused by flooding.

20 **"Flood control project"** means a dam or barrier design and constructed to keep water away from or
21 out of a specified area, including but not limited to levees, floodwalls, and channelization.

22 **"Flood damage-resistant materials"** means any construction material capable of withstanding direct
23 and prolonged contact with floodwaters without sustaining any damage that requires more than
24 cosmetic repair. [Also defined in CCR Title 24 Part 2.]

25 **"Flood hazard area"** means the greater of the following two areas: [Also defined in CCR Title 24
26 Part 2.]

- 27 (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- 28 (2) The area designated as a flood hazard area on the City's flood hazard map, or otherwise
legally designated.

29 **"Flood Insurance Rate Map (FIRM)"** means an official map of the City on which the Federal
30 Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the
31 risk premium zones applicable to the City. [Also defined in CCR Title 24 Part 2.]

32 **"Flood Insurance Study"** means the official report provided by the Federal Emergency Management
33 Agency containing the Flood Insurance Rate Map (FIRM), the Flood Boundary and Floodway Map
34 (FBFM), the water surface elevation of the base flood and supporting technical data. [Also defined in
35 CCR Title 24 Part 2.]

36 **"Floodplain Administrator"** means the City official designated by title to administer and enforce
37 the floodplain management regulations.

1
2 **“Floodway”** means the channel of the river, creek or other watercourse and the adjacent land areas
3 that must be reserved in order to discharge the base flood without cumulatively increasing the water
4 surface elevation more than a designated height. [Also defined in CCR Title 24 Part 2.]

5
6 **“Fraud or victimization”** means, for the purpose of variances from these regulations or the Building
7 Standards Code, the intentional use of deceit to deprive another of rights or property, making a victim
8 of the deprived person or the public. As it pertains to buildings granted variances to be constructed
9 below the elevation required by the Building Standards Code, future owners or tenants of such
10 buildings and the City as a whole may bear the burden of increased risk of damage from floods,
11 increased cost of flood insurance, and increased recovery costs, inconvenience, danger, and suffering.

12
13 **“Functionally dependent use”** means a use that cannot perform its intended purpose unless it is
14 located or carried out in close proximity to water, including only docking facilities, port facilities
15 necessary for the loading or unloading of cargo or passengers, and shipbuilding or ship repair
16 facilities. The term does not include long-term storage, manufacture, sales or service facilities.

17
18 **“Highest adjacent grade”** means the highest natural elevation of the ground surface prior to
19 construction next to the proposed walls or foundation of a structure.

20
21 **“Historic structure”** means any structure that is:

- 22 (1) Listed individually in the National Register of Historic Places (a listing maintained by the
23 Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting
24 the requirements for individual listing on the National Register;
- 25 (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the
26 historical significance of a registered historic district or a district preliminarily determined by
27 the Secretary to qualify as a registered historic district;
- 28 (3) Individually listed on the inventory of historic places maintained by the California Office of
29 Historic Preservation; or
- 30 (4) Individually listed on a local inventory of historic places in communities with historic
31 preservation programs that have been certified by the California Office of Historic
32 Preservation.

33
34 **“Letter of Map Change (LOMC)”** means an official determination issued by FEMA that amends or
35 revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change
36 include:

- 37 (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a
38 property was incorrectly included in a designated special flood hazard area. A LOMA
39 amends the current effective Flood Insurance Rate Map and establishes that a specific
40 property, portion of a property, or structure is not located in a special flood hazard area.
- 41 (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes
42 to flood zones, flood elevations, special flood hazard area boundaries and floodway
43 delineations, and other planimetric features.
- 44 (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel
45 of land has been elevated by fill above the base flood elevation and is, therefore, no longer
46 located within the special flood hazard area. In order to qualify for this determination, the fill
47 must have been permitted and placed in accordance with the City’s floodplain management
48 regulations.
- 49 (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether

1 a proposed flood protection project or other project complies with the minimum NFIP
2 requirements for such projects with respect to delineation of special flood hazard areas. A
3 CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study;
4 upon submission and approval of certified as-built documentation, a Letter of Map Revision
5 may be issued by FEMA to revise the effective FIRM.

6 **“Light-duty truck”** means, as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500
7 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or
8 less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- 9 (1) Designed primarily for purposes of transportation of property or is a derivation of such a
10 vehicle, or
- 11 (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12)
12 persons; or
- 13 (3) Available with special features enabling off-street or off-highway operation and use.

14 **“Lowest floor”** means the lowest floor of the lowest enclosed area, including basement, but
15 excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building
16 access or limited storage provided that such enclosure is not built so as to render the structure in
17 violation of the non-elevation requirements of the Building Standards Code. [Also defined in CCR
18 Title 24 Part 2.]

19 **“Manufactured home”** means a structure that is transportable in one or more sections, built on a
20 permanent chassis, designed for use as a single-family dwelling with or without a permanent
21 foundation when connected to the required utilities, and constructed to the Manufactured Home
22 Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban
23 Development. Also see definitions in Health and Safety Code sections 18000.(a)(2) and 18001.(a). For
24 the purposes of floodplain management, the term also includes mobile homes and recreational
25 vehicles, park trailers, travel trailers and similar transportable structures that are placed on a site for
26 180 consecutive days or longer.

27 **“Manufactured home park or subdivision”** means a parcel (or contiguous parcels) of land divided
28 into two or more manufactured home lots for rent or sale.

29 **“Market value”** means the price at which a property will change hands between a willing buyer and
30 a willing seller, neither party being under compulsion to buy or sell and both having reasonable
31 knowledge of relevant facts. As used in these regulations, the term refers to the market value of
32 buildings and structures, excluding the land and other improvements on the parcel. Market value may
33 be established by one of the following methods: (1) Actual Cash Value (replacement cost depreciated
34 for age and quality of construction), (2) tax assessment value adjusted to approximate market value
35 by a factor provided by the Property Appraiser, or (3) a qualified independent appraiser.

36 **“New manufactured home park or subdivision”** means a manufactured home park or subdivision
37 for which the construction of facilities for servicing the lots on which the manufactured homes are to
38 be affixed (including at a minimum, the installation of utilities, the construction of streets, and either
39 final site grading or the pouring of concrete pads) was completed on or after the effective date of
40 floodplain management regulations adopted by this community.

41 **“Nuisance”** means that which is injurious to safety or health of an entire community or
42 neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or

1 use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

2 **"Permit for floodplain development"** means an official document or certificate issued by the City,
3 or other evidence of approval or concurrence, which authorizes performance of specified
4 development activities that are located in flood hazard areas and that are determined to be compliant
with these regulations.

5 **"Recreational vehicle"** means a vehicle that is built on a single chassis, 400 square feet (37.16 m^2)
6 or less when measured at the largest horizontal projection, designed to be self-propelled or
7 permanently towable by a light-duty truck, and designed primarily not for use as a permanent
dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A
8 recreational vehicle is ready for highway use when it is on its wheels or jacking system, is attached to
the site only by quick disconnect type utilities and security devices and has no permanently attached
9 additions. Also see definitions in Health and Safety Code section 18010.

10 **"Riverine"** means relating to, formed by, or resembling a river (including tributaries), stream, brook,
etc.

11 **"Special flood hazard area (SFHA)"** means the land area subject to flood hazards and shown on a
12 Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V,
13 VO, VE, or V1-30. [Also defined in CCR Title 24 Part 2.]

14 **"Substantial damage"** means damage of any origin sustained by a structure whereby the cost of
restoring the structure to its before-damaged condition would equal or exceed 50 percent of the
15 market value of the structure before the damage occurred. [Also defined in CCR Title 24 Part 2.]

16 **"Substantial improvement"** means any repair, reconstruction, rehabilitation, alteration, addition or
other improvement of a building or structure, taking place during a five (5) year period, the
17 cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the
improvement or repair is started. The period of accumulation begins when the first improvement or
18 repair of each building is permitted. When the structure has sustained substantial damage, any repairs
19 are considered substantial improvement regardless of the actual repair work performed. The term
does not, however, include either: [Also defined in CCR Title 24 Part 2.]

20 (1) Any project for improvement of a building required to correct existing health, sanitary or
safety code violations identified by the Building Official and that are the minimum necessary
21 to assure safe living conditions.

22 (2) Any alteration of a historic structure provided that the alteration will not preclude the
structure's continued designation as a historic structure.

23 **"Utility and Miscellaneous Group U"** means buildings and structures of an accessory character and
24 miscellaneous structure not classified in any special occupancy, as described in the Building
25 Standards Code.

26 **"Variance"** means a grant of relief from the requirements of these regulations which permits
construction in a manner otherwise prohibited and where specific enforcement would result in
27 exceptional hardship.

28 **"Violation"** means a development that is not fully compliant with these regulations or the flood
provisions of the Building Standards Code, as applicable.

1
2 **“Watercourse”** means a river, creek, stream, channel or other topographic feature in, on, through, or
over which water flows at least periodically.

3 **PART III. – FLOOD RESISTANT DEVELOPMENT**

4 **ARTICLE 301 BUILDINGS AND STRUCTURES**

5 **Sec. 301-1. - Requirements for buildings and structures in flood hazard areas.** Applications for
6 new buildings and structures and substantial improvements within the scope of the Building
7 Standards Code that are proposed in flood hazard areas shall comply with the applicable requirements
8 of the Building Standards Code, or the base flood elevation plus one (1) foot, whichever provides
9 greater flood protection. Buildings and structures which are part of a new subdivision shall be
10 constructed to the grades and finish floor elevations shown in the approved tentative map, or the
applicable requirements of the Building Standards Code, or the base flood elevation plus one (1)
foot, whichever provides greater flood protection.

11 Mechanical, plumbing and electrical systems, including plumbing fixtures related to or supporting a
12 building and structure in a flood hazard area, shall be elevated to the applicable requirements of the
Building Standards Code or the base flood elevation plus one (1) foot, whichever provides greater
flood protection.

13 **Sec. 301-2 – Non-Conversion Agreement.** Property owners constructing new or substantially
14 improved structures with a finish floor elevation more than four (4) feet above the lowest adjacent
15 grade shall enter into a non-conversion agreement with the City acknowledging and agreeing to and
shall ensure, that the following conditions of the building shall be maintained in perpetuity:

- 16 (1) The enclosed area below the lowest floor of the building shall be used solely for parking of
17 vehicles as allowed by the Zoning Code, limited storage, or access to the building, and shall
never be used for human habitation.
- 19 (2) All interior walls, ceilings, and floors in the building below the base flood elevation plus one
foot shall be unfinished and constructed of flood-resistant materials.
- 21 (3) All mechanical, electrical, or plumbing devices that service the building shall not be installed
below the base flood elevation plus one (1) foot.
- 23 (4) The openings in the walls of the enclosed area below the lowest floor of the building shall not
be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the
automatic entry and exit of floodwater.
- 25 (5) Any construction in, on, or around the building that differs from the type, scope, or manner of
construction authorized under the approved building permit, this Agreement, or applicable
sections of the Alameda Municipal Code or State law shall constitute a violation of this
Agreement.

28 **Sec. 301-3. – Detached garages and accessory storage structures.** Detached garages and accessory
storage structures used only for parking or storage are permitted below the base flood elevation

provided the garages and accessory storage structures:

- (1) Are one story and not larger than 600 square feet in area when located in special flood hazard areas.
- (2) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (3) Have flood openings in accordance with the Building Standards Code.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 301-4. - Utility and Miscellaneous Group U. Utility and miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Standards Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the Building Standards Code requirements for fire and life safety, the following shall apply to utility and miscellaneous Group U buildings and structures in flood hazard areas:

- (1) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.
- (2) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.
- (3) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.
- (4) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.
- (5) Flood damage-resistant materials shall be used below the design flood elevation.
- (6) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be located or installed in accordance with ASCE 24.

ARTICLE 302 SUBDIVISIONS

Sec. 302-1. - Minimum requirements. Subdivision proposals in flood hazard areas, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding.
- (2) All public utilities and facilities, such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage in accordance with Section 303-2 and Section 303-3 of these regulations, as applicable, and appropriate codes.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from

1 proposed structures.

2 **Sec. 302-2. - Subdivision requirements.** In addition to the requirements of Section 302-1 and 303-1
3 of these regulations, where any portion of proposed subdivisions, including proposals for
4 manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be
5 required:

- 6 (1) The flood hazard area, including floodways, as appropriate, shall be delineated on preliminary
7 subdivision plats.
- 8 (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations
9 are not included on the FIRM, the base flood elevations determined in accordance with
10 Section 105-2(1) of these regulations.
- 11 (3) When, as part of a proposed subdivision, fill will be placed to support buildings, the fill shall
12 be placed in accordance with the Building Standards Code and approval of the subdivision
13 shall require submission of as-built elevations for each filled pad certified by a licensed land
14 surveyor or registered civil engineer.

11 **ARTICLE 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

12 **Sec. 303-1. - Minimum requirements.** All proposed development in flood hazard areas shall be
13 reviewed to determine that:

- 14 (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably
15 safe from flooding.
- 16 (2) Where the proposed development has more than 50 lots or is larger than 5 acres and base
17 flood elevations are not included on the FIRM, the base flood elevations determined in
18 accordance with Section 105-2(1) of these regulations.
- 19 (3) All public utilities and facilities, such as sewer, gas, electric, communications, and water
20 systems are located and constructed to minimize or eliminate flood damage.
- 21 (4) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO,
22 adequate drainage paths shall be provided to guide floodwater around and away from
23 proposed structures.

24 **Sec. 303-2. - Sanitary sewer facilities.** All new and replaced sanitary sewer facilities, private sewage
25 treatment plants (including all pumping stations and collector systems) and on-site waste disposal
systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate
infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and
impairment of the facilities and systems.

26 **Sec. 303-3. - Water supply facilities.** All new and replaced water supply facilities shall be designed
27 in accordance with the provisions of Chapter 7, ASCE 24, to minimize or eliminate infiltration of
28 floodwaters into the systems.

29 **Sec. 303-4. - Development in floodways.** Development, site improvements and land disturbing
30 activity involving fill or regrading shall not be authorized in the floodway unless the floodway
31 encroachment analysis required in Section 105-3(1) of these regulations demonstrates the proposed
32 work will not result in any increase in the base flood level during occurrence of the base flood
33 discharge.

1
2 **Sec. 303-5. - Limitations on placement of fill.** Subject to the limitations of these regulations, fill
3 shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown
4 of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In
5 addition to these requirements, when intended to support buildings and structures, fill shall comply
6 with the requirements of the Building Standards Code. The placement of fill intended to change base
7 flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on
8 FIRMs shall be subject to the requirements of Section 105-4 of these regulations.

9 **ARTICLE 304 INSTALLATION OF MANUFACTURED HOMES**

10
11 **Sec. 304-1. - Installation.** All manufactured homes installed in flood hazard areas shall be installed
12 by an installer that is licensed pursuant to the Business and Professions Code and shall comply with
13 the requirements of the Department of Housing and Community Development (HCD) and the
14 requirements of these regulations. In addition to permits pursuant to these regulations, permits from
15 the HCD are required where the HCD is the enforcement agency for installation of manufactured
16 homes. Upon completion of installation and prior to the final inspection by the Floodplain
17 Administrator, the installer shall submit certification of the elevation of the manufactured home,
18 prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

19
20 **Sec. 304-2. - Foundations.** All new and replacement manufactured homes, including substantial
21 improvement of manufactured homes installed in flood hazard areas shall be installed on permanent,
22 reinforced foundations that are designed in accordance with the foundation requirements of Section
23 R322.2 of the residential code (CCR Title 24 Part 2.5) and these regulations. Foundations for
24 manufactured homes subject to Section 304-5 of these regulations are permitted to be reinforced piers
25 or other foundation elements of at least equivalent strength.

26
27 **Sec. 304-3. - Anchoring.** All new and replacement manufactured homes to be placed or substantially
28 improved in a flood hazard area shall be installed using methods and practices which minimize flood
damage and shall be securely anchored to an adequately anchored foundation system to resist
flootation, collapse and lateral movement. Methods of anchoring are authorized to include, but are not
limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to
applicable State and local anchoring requirements for resisting wind loads and seismic loads.

29
30 **Sec. 304-4. - General elevation requirement.** Unless subject to the requirements of Section 304-5 of
31 these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites
32 located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home
33 park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d)
34 in an existing manufactured home park or subdivision upon which a manufactured home has incurred
35 "substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of
36 the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at or above
37 the base flood elevation plus one (1) foot.

38
39 **Sec. 304-5. - Elevation requirement for certain existing manufactured home parks and**
40 **subdivisions.** Manufactured homes that are not subject to Section 304-4 of these regulations,
41 including manufactured homes that are placed, replaced, or substantially improved on sites located in
42 an existing manufactured home park or subdivision, unless on a site where substantial damage as a
43 result of flooding has occurred, shall be elevated such that the lowest floor, or bottom of the lowest
44 horizontal structural member, as applicable to the flood hazard area, is at or above the base flood

1 elevation plus 1 foot.

2 **Sec. 304-6. - Flood damage-resistant materials.** Materials below elevated manufactured homes
3 shall comply with the flood-damage resistant materials requirements of Section R322 of the
residential code (CCR Title 24 Part 2.5).

4 **Sec. 304-7. - Enclosures.** Fully enclosed areas below elevated manufactured homes shall comply
5 with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

6 **Sec. 304-8. - Protection of mechanical equipment and outside appliances.** Mechanical equipment
7 and outside appliances shall have the lowest floor or bottom of the lowest horizontal member of the
manufactured home, as applicable to the flood hazard area be elevated to or above the base flood
elevation plus one (1) foot.

8 **Exception.** Where such equipment and appliances are designed and installed to prevent water
9 from entering or accumulating within their components and the systems are constructed to
10 resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy,
11 during the occurrence of flooding up to the elevation required by Section 304-4 or Section
12 304-5, as applicable, the systems and equipment shall be permitted to be located below that
13 elevation. Electrical wiring systems shall be permitted below the design flood elevation
provided they conform to the provisions of NFPA 70 (National Electric Code).

14 **ARTICLE 305 RECREATIONAL VEHICLES**

15 **Sec. 305-1. - Temporary placement.** Recreational vehicles in flood hazard areas, shall be placed on
a site for less than 180 consecutive days or shall be fully licensed and ready for highway use. Ready
16 for highway use means the recreational vehicle is on wheels or jacking system, is attached to the site
only by quick disconnect type utilities and security devices, and has no permanently attached
17 additions, such as rooms, stairs, decks and porches.

18 **Sec. 305-2. - Permanent placement.** Recreational vehicles that do not meet the limitations in Section
19 305-1 for temporary placement shall meet the requirements of Article 304 for manufactured homes.

20 **ARTICLE 306 OTHER DEVELOPMENT**

21 **Sec. 306-1. - General requirements for other development.** All development, including man-made
22 changes to improved or unimproved real estate for which specific provisions are not specified in these
regulations or the Building Standards Code, shall:

- 23 (1) Be located and constructed to minimize flood damage.
- 24 (2) Meet the limitations of Section 303-4 of these regulations when located in a regulated
floodway.
- 25 (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic
loads, including the effects of buoyancy, during conditions of the design flood.
- 26 (4) Be constructed of flood damage-resistant materials.
- 27 (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet
the requirements of ASCE 24, except that minimum electric service required to address life
safety and electric code requirements is permitted below the design flood elevation provided it

1 conforms to the provisions of the electrical part of the Building Standards Code for wet
2 locations.

3 **Sec. 306-2. - Tanks.** Tanks that serve buildings shall comply with the requirements of the Building
4 Standards Code. Underground and above-ground tanks that serve other purposes shall be designed,
5 constructed, installed and anchored in accordance with ASCE 24.

6 **Sec. 306-3. - Requirements for temporary structures and temporary storage in flood hazard
7 areas.** Temporary structures shall be erected for a period of less than 180 days and temporary storage
8 of goods and materials shall be permitted for a period of less than 180 days. Extensions may be
9 granted in accordance with Section 104-5 of these regulations. In addition, the following apply:

- 10 (1) Temporary structures shall be anchored to prevent flotation, collapse or lateral movement
9 resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the
8 design flood. Fully enclosed temporary structures shall have flood openings that are in
7 accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.
- 11 (2) Temporary stored materials shall not include hazardous materials.
- 12 (3) The requirements of Section 303-4 of these regulations, when located in floodways.

13 **Sec. 306-4. - Fences in floodways.** Fences in floodways that have the potential to block the passage
14 of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section
15 303-4 of these regulations.

16 **Sec. 306-5. - Oil derricks.** Oil derricks located in flood hazard areas shall be designed in
17 conformance with flood loads required by the Building Standards Code.

18 **Sec. 306-6. - Retaining walls, sidewalks and driveways in floodways.** Retaining walls and
19 sidewalks and driveways that involve placement of fill in floodways shall meet the limitations of
20 Section 303-4 of these regulations and the requirements for site grading in Chapter 18 of the Building
21 Standards Code.

22 **Sec. 306-7. - Roads and watercourse crossings in floodways.** Roads and watercourse crossings that
23 encroach into floodways or riverine waterways with base flood elevations where floodways have not
24 been designated, including roads, bridges, culverts, low-water crossings and similar means for
25 vehicles or pedestrians to travel from one side of a watercourse to the other side shall meet the
26 limitations of Section 303-4 of these regulations. Alteration of a watercourse that is part of work
27 proposed for a road or watercourse crossing shall meet the requirements of Section 105-3(3) of these
28 regulations.

29 **Sec. 306-8. - Swimming pools.** Above-ground swimming pools, on-ground swimming pools, and in-
30 ground swimming pools that involve placement of fill in floodways shall meet the requirement of
31 Section 303-4 of these regulations.

32 ARTICLE 307 FLOOD CONTROL PROJECTS

33 **Sec. 307-1. - Flood control projects; general.** In addition to applicable Federal, State and other local
34 permits, a permit for floodplain development is required for construction of flood control projects.
35 The purpose for the permit is to examine the impact on flood hazard areas, floodways, and base flood
36 elevations shown on the FIRM. Unless otherwise authorized by separate regulations, issuance of this

1 permit does not address the sufficiency of the structural elements of the proposed flood control
2 project. Permits for floodplain development and building permits in areas affected by proposed flood
3 control projects shall not be issued based on Conditional Letters of Map Revision issued by FEMA.

4 **Sec. 307-2. - Flood control projects; applications.** Applications for permits for flood control
5 projects shall include documentation including but not limited to:

- 6 (1) Site plan or document showing the existing topography and the boundaries of the flood hazard
7 areas, floodway boundaries, and base flood elevations shown on the FIRM.
- 8 (2) Site plan or document showing the proposed topography and the proposed changes to the
9 boundaries of the flood hazard areas, floodway boundaries, and base flood elevations.
- 10 (3) The documentation submitted to FEMA for a Conditional Letter of Map Revision (CLOMR)
11 and, if issued, the Conditional Letter of Map Revision. Submittal requirements and processing
12 fees shall be the responsibility of the applicant. A CLOMR is required when a proposed flood
13 control project alters a floodway and increases base flood elevations more than greater than
14 0.00 feet, or alters a watercourse a riverine flood hazard area for which base flood elevations
15 are included in the Flood Insurance Study or on the FIRM and floodways have not been
16 designated and increases base flood elevations more than 1.0 foot.

17 **SECTION 3. APPLICABILITY.** The regulations set forth in this ordinance shall apply to all
18 applications for development within the City, including building permit applications and subdivision
19 proposals, submitted on or after the effective date of this ordinance.

20 **SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.**

21 It is the intent of the **City Council** that the provisions of this ordinance shall become and be made a
22 part of the **City's** Code of Ordinances, and that the sections of this ordinance may be renumbered or
23 relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such
24 other appropriate word or phrase in order to accomplish such intentions.

25 **SECTION 5. SEVERABILITY.**

26 If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this
27 invalidity shall not affect other provisions of this Ordinance that can be given effect without the
28 invalid provision and therefore the provisions of this Ordinance are severable. The City Council
declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence
notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

29 **SECTION 6. EFFECTIVE DATE.**

30 This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from
31 the date of its final passage.

32 **PASSED, APPROVED AND ADOPTED** this _____ day of _____, 2024.

33 _____
34 Karina Macias, Mayor

1 ATTEST:

2 _____

3 Eduardo Sarmiento, City Clerk

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