

CALL AND NOTICE OF SPECIAL MEETING

CITY OF HUNTINGTON PARK

NOTICE IS HEREBY GIVEN That a Special Meeting of the City Council of the City of Huntington Park will be held on Wednesday, November 12, 2025, at 6:00 p.m. at 6550 Miles Ave. Huntington Park California 90255.

Wednesday, November 12, 2025

Arturo Flores
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Jonathan A. Sanabria
Council Member

Karina Macias
Council Member

Nancy Martiz
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) 584-6161. 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 THE 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

CITY COUNCIL MEETING AGENDA

meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

None

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

CONSENT CALENDAR

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 28, 2025

FINANCE

2. WARRANT REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 5, 2025

3. CONSIDERATION AND APPROVAL OF A PAYMENT OF \$315,093.31 TO METROPOLITAN TRANSPORTATION AUTHORITY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the Resolution of FA#FA.P00F3609: Pacific Boulevard Pedestrian Improvement Project Final Audit Report; and
2. Authorize payment of \$315,093.31 to Metropolitan Transportation Authority.

END OF CONSENT CALENDAR

PUBLIC HEARING(S)

CITY MANAGER

1. TRANSITION TO BY-DISTRICT ELECTIONS SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conducted the required public hearings as outlined in Elections Code 10010, soliciting input from the residents of the City of Huntington Park.

COMMUNITY DEVELOPMENT DEPARTMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

2. FIRST READING OF ORDINANCE NO. 2025-14 AMENDING CHAPTER 21 OF TITLE 8 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing regarding Ordinance No. 2025-14 and take public testimony; and
2. Approve the amendments to Chapter 21 of Title 8 of the City of Huntington Park Municipal Code.

ORDINANCES AND RESOLUTIONS

COMMUNITY DEVELOPMENT

1. ADOPTION OF A RESOLUTION APPROVING FINAL TRACT MAP NO. 84285 FOR PROPERTY LOCATED AT 7040 NEWELL STREET

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution approving Final Tract Map No. 84285 for the creation of one (1) lot for condominium purposes on property located at 7040 Newell Street.

COMMUNICATIONS AND COMMUNITY RELATIONS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE WAIVER OF CITY STAFF COSTS ASSOCIATED WITH SPECIAL EVENT PERMIT FEES FOR THE ALLIANCE COLLINS FAMILY HIGH SCHOOL BIKE MEMORIAL EVENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Resolution waiving fees associated with staff costs from the Police Department and Public Works Department for temporary street closures around Alliance Collins Family High School to accommodate the Bike Memorial Event scheduled for Thursday, November 20, 2025.

REPORTS AND INFORMATIONAL ITEMS

PUBLIC WORKS

1. CONSIDERATION AND APPROVAL OF THE FIRST AMENDMENT TO ENTRUST PROFESSIONAL SERVICES AGREEMENT FOR BROADBAND PROJECT MANAGEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Amend the Professional Services Agreement (PSA) to Entrust to include design engineering for the City's Broadband Infrastructure Project for a not-to-exceed amount of \$879,742.00; and
2. Authorize the City Manager to finalize terms and execute the professional services agreement.

END OF SPECIAL AGENDA

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two potential cases
2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Government Code Section 54956.9(d)(1)
Valentine Amezquita v. Eduardo Sarmiento, Et Al.
Case No. 25STCP01557
3. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Government Code Section 54956.9(d)(1)
Esmeralda Castillo v. City of Huntington Park
Case No. 25STCV05179

CLOSED SESSION ANNOUNCEMENT

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Nancy Martiz

Council Member Karina Macias

Council Member Jonathan A. Sanabria

Vice Mayor Eduardo “Eddie” Martinez

Mayor Arturo Flores

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Tuesday, November 25, 2025 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 24 hours prior to the meeting. Dated this 10th day of November 2025.



Eduardo Sarmiento, City Clerk

CONSENT CALENDAR

ITEM 1

CITY COUNCIL MEETING MINUTES

Tuesday Meeting of the
City of Huntington Park City Council
Tuesday, October 28, 2025

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Tuesday, October 28, 2025, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Arturo Flores presiding.

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

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento City Clerk; Louis Morales Interim Community Development Director; Cosme Lozano Chief of Police; Jeff Jones Finance Director, Gerardo "Gerry" Lopez Public Works Director, Cynthia Norzagaray Parks and Recreation Director; Andrew Sarega City Attorney.

INVOCATION

Invocation led by Councilmember Sanabria

PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Flores.

PRESENTATION(S)

1. RECOGNITION OF FRIENDS OF THE LIBRARY FOR ONGOING COMMUNITY CONTRIBUTION.

PUBLIC COMMENTS

The following people/ person provided public content:

1. Rodolfo Cruz- Concerns regarding the City.
2. Linda Carballo- Opposes the Parade/
3. Evan/ Aspe
4. Amber Alvarez/ Axle
5. Emily S. / Vanessa
6. Diego Ramon/ Jasmin Sun
7. Rebecca Flores, Mary Jane, Melody
8. Ethan Voyers
9. Alize Berhabe
10. Maria E Gomez
11. Elizabeth Garcia
12. Alan and Bryanth
13. Dugon Madrigal – Aspire pacific Academy. Report on Water and Soil Acidity.

STAFF RESPONSE

CONSENT CALENDAR

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 September 9, 2025

2. Regular City Council Meeting held September 23, 2025
3. Special Council Meeting held September 28, 2025

FINANCE

2. WARRANT REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 8, 2025

MOTION: Councilmember Sanabria motioned to approve the consent calendar. The motion was seconded by Vice Mayor Martinez. Councilmember Macias abstained from voting. The voting was carried by majority consent.

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

NOES: Council Member(s): None

ABSTAIN: Council Member(s): Macias

END OF CONSENT CALENDAR

PUBLIC HEARING(S)

1. TRANSITION TO BY-DISTRICT ELECTIONS SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file a presentation by National Demographics Corporation on Federal Voter Rights Act and California Voter Rights Act requirement for transitioning to by-district elections, along with demographics data for the City of Huntington Park

Public Hearing Opened: 7:38pm

- Rodolfo Cruz- Opposes redistricting
- Linda Carballo- Thinks this is good and bad in different ways
- Yvonne Correa- Doesn't think this process is necessary
- Victor Medina- Concerns about much this process will cost
- Capis- Thinks community need more information and time to better understand the process.

END OF PUBLIC HEARING(S)

ORDINANCES AND RESOLUTIONS

CITY MANAGER

1. CONSIDERATION AND APPROVAL OF RESOLUTION AMENDING THE SALARY RANGES FOR THE ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT AND ASSISTANT CHIEF OF POLICE (SALARY GRID 228, NON-REPRESENTED COMPENSATION PLAN)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution amending the salary ranges for the classifications of Assistant Director of Community Development and Assistant Chief of Police, aligning both to Salary Grid 228 under the Non-Represented Compensation Plan (2023–2033); and
2. Authorize the City Manager to take any necessary steps to effectuate the intent of the City Council's action, including updating the City's Classification and Salary

Plan and implementing administrative measures essential to carry out this amendment.

MOTION: Vice Mayor Martinez motioned to Adopt a Resolution amending the salary ranges for the classifications of Assistant Director of Community Development and Assistant Chief of Police, aligning both to Salary Grid 228 under the Non-Represented Compensation Plan (2023–2033); and Authorize the City Manager to take any necessary steps to effectuate the intent of the City Council's action, including updating the City's Classification and Salary Plan and implementing administrative measures essential to carry out this amendment.

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

NOES: Council Member(s): Macias

COMMUNITY DEVELOPMENT

2. APPROVAL OF CITY MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST JOINT POWERS AUTHORITY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving the City's execution of the Joint Exercise of Powers Agreement to join the Gateway Cities Affordable Housing Trust; and
2. Authorize the City Manager to execute the Gateway Cities Affordable Housing Trust Joint Exercise of Powers Agreement in the form acceptable to the City Attorney; and
3. Authorized payment of the City's membership fees in the amount of \$15,000 for FY 2024-25 and \$15,465 for FY 2025-26, for a total of \$30,465.

MOTION: Vice Mayor Martinez motioned to Adopt a Resolution approving the City's execution of the Joint Exercise of Powers Agreement to join the Gateway Cities Affordable Housing Trust; and Authorize the City Manager to execute the Gateway Cities Affordable Housing Trust Joint Exercise of Powers Agreement in the form acceptable to the City Attorney; and Authorized payment of the City's membership fees in the amount of \$15,000 for FY 2024-25 and \$15,465 for FY 2025-26, for a total of \$30,465. The motion was seconded by Councilmember Martiz. The motion was carried by unanimous vote.

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

NOES: Council Member(s): None

END OF ORDINANCES AND RESOLUTIONS

STUDY SESSION

1. ALPR Technology Presentation

END OF STUDY SESSION

REPORTS AND INFORMATIONAL ITEMS

CITY MANAGER

1. AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR COMMUNITY DEVELOPMENT DIRECTOR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the City Manager's recommendation of Louis Morales to serve as the City's Community Development Director; and

2. Approve and authorize the City Manager to execute a five-year employment agreement with Mr. Morales, consistent with the City's compensation and benefit practices for executive management employees.

MOTION: Vice Mayor Martinez motioned to Approve the City Manager's recommendation of Louis Morales to serve as the City's Community Development Director; and Approve and authorize the City Manager to execute a five-year employment agreement with Mr. Morales, consistent with the City's compensation and benefit practices for executive management employees. The motion was seconded by Councilmember Sanabria. Councilmember Macias voted against the motion. The motion was carried by majority vote.

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

NOES: Council Member(s): Macias

COMMUNICATIONS

2. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH FUERZA FOUNDATION FOR THE ORGANIZATION AND PRODUCTION OF THE 2025 HOLIDAY PARADE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to negotiate and enter into an agreement with Fuerza Foundation for the organization and production of the 2025 holiday parade.

MOTION: Vice Mayor Martinez motioned to Authorize the City Manager to negotiate and enter into an agreement with Fuerza Foundation for the organization and production of the 2025 holiday parade. The motion was seconded by Councilmember Sanabria. Councilmember Macias voted against the motion. The motion was carried by majority vote.

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

NOES: Council Member(s): Macias

POLICE DEPARTMENT

3. CONSIDERATION AND APPROVAL TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$55,000 FROM THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT YEAR 2024, AND TO APPROVE THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING AUTHORIZATION TO UTILIZE THESE FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Accept the reimbursable grant funding in the amount of \$55,000; and
2. Approve a budget appropriation in the amount of \$55,000 for the purchase of Mobile Data Computers (MDCs) for the police department; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to purchase the equipment.

MOTION: Councilmember Sanabria motioned to Accept the reimbursable grant funding in the amount of \$55,000; and Approve a budget appropriation in the amount of \$55,000 for the purchase of Mobile Data Computers (MDCs) for the police department; and Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and Authorize the Chief of Police to purchase the equipment. The motion was seconded by Vice Mayor Martinez. The motion was carried by unanimous consent.

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

NOES: Council Member(s): None

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO AWARD CONTRACT FOR MUNICIPAL ENGINEERING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Transtech Engineers, Inc. for Municipal Engineering Services; and
2. Authorize the City Manager to execute the PSA.

MOTION: Councilmember Sanabria motioned to Approve a Professional Services Agreement (PSA) with Transtech Engineers, Inc. for Municipal Engineering Services; and Authorize the City Manager to execute the PSA. The motion was seconded by Vice Mayor Martinez. The motion was carried by unanimous consent.

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

NOES: Council Member(s): None

5. CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL SERVICES PROFESSIONAL SERVICES AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Professional Services Agreement (PSA) with Ultimate Maintenance Services for Janitorial Services; and
2. Authorize the City Manager to execute the professional services agreement.

MOTION: Councilmember Sanabria motioned to Amend the Agenda and add the Item to agenda as it was stated in the Agenda Packet. Approve the extension of Interim Community Development Contract for another period. by Councilmember Sanabria. The motion was seconded by Councilmember Martiz. The motion was carried by majority vote.

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

6. FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING BUDGET

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the FY 2025-2026 Q1 Budget Status Report

MOTION: Councilmember's received and filed the Fiscal Year 2025-25 Q1 Budget Review.

7. CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION OF \$140,000 FOR IMPLEMENTATION OF THE TYLER TECHNOLOGIES ERP SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve additional budget appropriation of \$140,000 For Fiscal Year (FY 25/26) to account #787-8951-419.43-15

MOTION: Vice Mayor motioned to Approve additional budget appropriation of \$140,000 For Fiscal Year (FY 25/26) to account #787-8951-419.43-15. The motion was seconded by Councilmember Sanabria. The motion was carried by unanimous consent.

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

END OF REPORTS AND INFORMATIONAL ITEMS

DEPARTMENTAL REPORTS

Parks and Recreation: Thursday we will be having our Halloween Event at Salt Lake Park from 4pm-8pm. On Sunday, we will also be having our Dia De Los Muertos Event.

Community Development: We will have a public booth for our General Plan Consultant. We have hired a full code enforcement team.

Public Works: Thank you to Council for approving both contracts today. He looks forward to working with those two companies.

City Clerk: Remind everyone there will be statewide special election on Tuesday, November 4th. Dropbox information is now available on City Website.

Communications: On October 29th there will be a Fair Housing workshop from 4pm-8pm. A lot of Parks and Recreation Events coming out. I had a ribbon cutting ceremony at charter school.

Police: Let everyone know that Dodgers and Bluejay game is being closely watched to ensure that members of community are safe and all those who come out to celebrate can do so peacefully.

City Manager: Tentative Special Meeting on November 12th. Formal process to cancel meeting on November 11th. Council did approve plan of general plan that hasn't been updated since the early 1990s. It will create framework for decision making when it comes to land use, economic development, environmental justice, and housing. Did have an internal kickoff between parks and consultants provide a performance evaluation of service delivery for parks department and allocation of resources. It will be a year long process to determine that our Parks masterplan is up to date. Communications is currently a department of one, we will reevaluate the vacancy and give the director more resources to continue with work he is doing. We are trying to get a permanent PIO. We did hire a new code enforcement manager and two code enforcement officers. Really

excited to see the progress than thanks council for support.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Martiz: She was reminded that parking survey is holding up a lot of decisions. She wants to see that come back soon. Looks forward to the events coming up.

Councilmember Macias: Thank you have a good night!

Councilmember Sanabria: Thank you all for the staff. Two things for City Manager. Tree Trimming contract expired on October 5th and wants to go out for RFP, doesn't want contracts to continue to reach the limit. Mr. Cs towing is another one we either need to renew or replace with RFP.

Vice Mayor Martinez: Have a good night! Looks forward to the events coming up. Wants to look into ordinance regarding public murals and potentially unveil a new mural for the spring art walk.

Mayor Flores: Welcome to Mr. Morales officially. Since June 4th it has been a whirlwind. We are coming into Thanksgiving soon. The mayor had the opportunity to go to NALEO this year and had the opportunity to talk to Latino leaders throughout the nation. We have shared ordinances, press releases, and strategies of how we navigate those spaces. He thanked the council for their assistance and for helping to see the vision of the plan.

CLOSED SESSION

None

CLOSED SESSION REPORT

None

ADJOURNMENT

MOTION: Mayor Flores adjourned 10:04pm. The next special city council meeting is set to be held on Tuesday, November 12th, 2025 @6pm.

Respectfully submitted,


Eduardo Sarmiento, City Clerk

ITEM 2

City of Huntington Park
Warrant Register
November 5, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001176	11/5/2025	AAA ELECTRICAL SUPPLY INC	322084-00	PARKS REPAIR MATERIALS	940.31
1001177	11/5/2025	AARDVARK	INV2500878	PD SUPPLIES	918.96
1001178	11/5/2025	AGAPE PAINTING & MAINTENANCE	102525	PD BUILDING PAINT SERVICES	4,500.00
1001179	11/5/2025	ALADDIN LOCK & KEY SERVICE	35609	PW MASTER LOCKS	471.22
W2519	11/5/2025	ALL AMERICAN ASPHALT	211655	SLAUSON CONGESTION RELIEF	198,906.01
W2520	11/5/2025	ALL CITY MANAGEMENT SERVICES,INC	103647	SCHOOL CROSSING GUARD	13,357.28
W2520	11/5/2025	ALL CITY MANAGEMENT SERVICES,INC	103303	SCHOOL CROSSING GUARD	13,143.90
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1P61-N7GG-HQH6	COUNCIL OFFICE SUPPLIES	193.84
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1PTK-VNLD-J14G	ADMIN SUPPLIES	331.82
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1JWC-QLPC-JGFX	CITY CLERK OFFICE SUPPLIES	22.03
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1JWC-QLPC-JGFX	FINANCE OFFICE SUPPLIES	111.86
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1D4-NNVV-MKWQ	ADMIN SUPPLIES	61.30
1001180	11/5/2025	AMAZON.COM SERVICES, INC.	1PTK-VNLD-H199	STOCK SUPPLIES	370.13
1001181	11/5/2025	AT&T	24168484	CONTRACT NUMBERS	549.35
W9304	11/5/2025	AT&T	254852700NOV	INTERNET SERVICES	128.40
W9304	11/5/2025	AT&T	317316997NOV	INTERNET SERVICES	101.65
1001182	11/5/2025	AT&T MOBILITY	X10252025	BILLING 9/18/25-10/17/25	4,636.31
1001183	11/5/2025	AUTO ZONE	VOID	VOID	VOID
1001184	11/5/2025	AUTO ZONE	4075586685	PD UNIT 977 PARTS	19.91
1001184	11/5/2025	AUTO ZONE	265314258	PD UNIT 985 PARTS	236.17
1001184	11/5/2025	AUTO ZONE	4075394453	CREDIT	(458.06)
1001184	11/5/2025	AUTO ZONE	4075466659	CREDIT	(155.33)
1001184	11/5/2025	AUTO ZONE	4075468951	CREDIT	(62.88)
1001184	11/5/2025	AUTO ZONE	4075570032	PD UNIT 270 PARTS	82.04
1001184	11/5/2025	AUTO ZONE	4075433659	PD UNIT 279 PARTS	135.23
1001184	11/5/2025	AUTO ZONE	4075520083	PD UNIT 279 PARTS	31.86
1001184	11/5/2025	AUTO ZONE	4075534428	FLEET SUPPLIES	279.83
1001184	11/5/2025	AUTO ZONE	4075534895	FLEET SUPPLIES	16.56
1001184	11/5/2025	AUTO ZONE	4075566874	FLEET SUPPLIES	409.80
1001184	11/5/2025	AUTO ZONE	4075575866	PW UNIT 102 SUPPLIES	337.69
1001184	11/5/2025	AUTO ZONE	4075492171	CREDIT	(375.80)
1001184	11/5/2025	AUTO ZONE	4075402736	CREDIT	(154.70)
1001184	11/5/2025	AUTO ZONE	4075454357	CREDIT	(170.04)
1001184	11/5/2025	AUTO ZONE	4075454355	CREDIT	(106.07)
1001184	11/5/2025	AUTO ZONE	4075394873	PW UNIT 186 PARTS	72.90
1001184	11/5/2025	AUTO ZONE	4075591195	FLEET SUPPLIES	124.93
1001184	11/5/2025	AUTO ZONE	4075591603	PW UNIT 264 PARTS	61.97
1001184	11/5/2025	AUTO ZONE	4075426415	SHUTTLE PARTS	391.83
1001184	11/5/2025	AUTO ZONE	4075400123	PD STOCK SUPPLIES	134.30
1001184	11/5/2025	AUTO ZONE	4075586685	PD UNIT 977 PARTS	19.91
1001184	11/5/2025	AUTO ZONE	4075423491	PD UNIT 977 PARTS	667.71
1001184	11/5/2025	AUTO ZONE	4075544130	PD UNIT 270 PARTS	64.86
1001184	11/5/2025	AUTO ZONE	4075469428	PW UNIT 358 PARTS	51.19
1001184	11/5/2025	AUTO ZONE	4075486052	FLEET SUPPLIES	48.21
1001184	11/5/2025	AUTO ZONE	4075508390	FLEET SUPPLIES	144.99
1001184	11/5/2025	AUTO ZONE	4075434365	PW UNIT 191 PARTS	170.04
1001184	11/5/2025	AUTO ZONE	4075439362	PW UNIT 349 PARTS	408.03

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1001184	11/5/2025	AUTO ZONE	4075439956	PW UNIT 182 PARTS	170.04
1001184	11/5/2025	AUTO ZONE	4075442239	PW UNIT 194 PARTS	190.92
1001184	11/5/2025	AUTO ZONE	4075466651	FLEET SUPPLIES	155.33
1001184	11/5/2025	AUTO ZONE	4075391472	STOCK SUPPLY	65.47
1001184	11/5/2025	AUTO ZONE	4075378551	PD UNIT 957 PARTS	55.40
1001184	11/5/2025	AUTO ZONE	4075529237	PD STOCK SUPPLIES	66.53
1001184	11/5/2025	AUTO ZONE	4075419645	PD UNIT 1002 PARTS	395.08
1001184	11/5/2025	AUTO ZONE	4075393982	SHUTTLE 0007 PARTS	458.06
1001184	11/5/2025	AUTO ZONE	4075533911	PD UNIT 957 PARTS	402.21
1001184	11/5/2025	AUTO ZONE	4075449632	PD UNIT 966 PARTS	60.86
1001184	11/5/2025	AUTO ZONE	4075533909	CREDIT	(282.49)
1001184	11/5/2025	AUTO ZONE	4075575951	CREDIT	(337.69)
1001184	11/5/2025	AUTO ZONE	4075435457	PD UNIT 231 PARTS	224.73
1001184	11/5/2025	AUTO ZONE	4075592493	PD STOCK SUPPLIES	141.06
1001184	11/5/2025	AUTO ZONE	5431387500	PD UNIT 370 PARTS	81.19
1001184	11/5/2025	AUTO ZONE	4075591240	CREDIT	(44.74)
1001184	11/5/2025	AUTO ZONE	4075077082	CREDIT	(79.37)
1001184	11/5/2025	AUTO ZONE	4075454356	CREDIT	(101.65)
1001184	11/5/2025	AUTO ZONE	4075528975	FLEET SUPPLIES	69.81
1001184	11/5/2025	AUTO ZONE	4075426414	SHUTTLE PARTS	391.83
1001184	11/5/2025	AUTO ZONE	4075392556	SHUTTLE 0007 PARTS	458.06
1001185	11/5/2025	AVANT GARDE INC	12281	SEPTEMBER 2025 SERVICES	13,768.75
1001185	11/5/2025	AVANT GARDE INC	12280	SEPTEMBER 2025 SERVICES	12,027.50
1001186	11/5/2025	BLANCA LOPEZ	2000126.002	EXCURSION REFUND	10.00
1001187	11/5/2025	BRIZUELA'S IRON WORK	262	FENCE REPAIR	1,984.50
1001187	11/5/2025	BRIZUELA'S IRON WORK	263	PW UNIT 365 & 366 REPAIRS	1,500.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31344	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31345	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31346	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31347	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31348	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31349	2026 CPRS CONFERENCE	515.00
1001188	11/5/2025	CALIFORNIA PARK&RECREATION SOCIETY	31350	2026 CPRS CONFERENCE	515.00
1001189	11/5/2025	CENTRAL BASIN MWD	HP-SEP25	SEPTEMBER 2025 SERVICES	197,838.89
1001190	11/5/2025	CENTRAL FORD	64875	CREDIT MEMO	(83.06)
1001190	11/5/2025	CENTRAL FORD	64890	PD STOCK SUPPLIES	149.47
1001190	11/5/2025	CENTRAL FORD	64843	PD UNIT 977 REPAIRS	330.52
1001190	11/5/2025	CENTRAL FORD	65082	PD UNIT 977 PARTS	74.26
1001190	11/5/2025	CENTRAL FORD	65083	PD UNIT 978 PARTS	74.26
1001190	11/5/2025	CENTRAL FORD	64872	PD UNIT 977 PARTS	446.55
1001190	11/5/2025	CENTRAL FORD	64909	PD 2016-2018 EXPLORER PARTS	131.13
1001190	11/5/2025	CENTRAL FORD	64908	PD UNIT 985 PARTS	32.78
1001190	11/5/2025	CENTRAL FORD	65384	PD UNIT 977 PARTS	294.99
1001190	11/5/2025	CENTRAL FORD	64823	PD UNIT 977 REPAIRS	1,231.69
W2521	11/4/2025	CENTRAL SQUARE TECHNOLOGIES LLC	445746	SOFTWARE SYSTEM	16,411.68
1001191	11/5/2025	CHAMPION CJD	7340156	PD UNIT 955 PARTS	208.80

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1001192	11/5/2025	CINDI CAYAX	2558	CDBG SENIOR SERVICES	304.00
1001193	11/5/2025	CINTAS CORPORATION NO 3	4245818137	UNIFORM DRY CLEANING	624.02
1001193	11/5/2025	CINTAS CORPORATION NO 3	4246537377	UNIFORM DRY CLEANING	494.44
1001194	11/5/2025	CITIWIDE BUILDERS	6759	PERMIT REFUND	588.00
1001195	11/5/2025	CLARY BUSINESS MACHINES	135164	PD ADMIN SUPPLIES	6,120.38
1001196	11/5/2025	COLIMA GLASS & WINDOW CORP	5195	PARKS BUILDING WINDOW	940.00
1001197	11/5/2025	COLLINS+COLLINS, LLP	4391099	CLAIM SETTLEMENT	4,069.55
1001198	11/5/2025	CONCENTRA MEDICAL CENTERS	88517340	NEW HIRE PHYSICAL	1,148.00
1001198	11/5/2025	CONCENTRA MEDICAL CENTERS	88599365	NEW HIRE PHYSICAL	4,400.00
W9304	11/5/2025	CORE BUSINESS TECHNOLOGIES	317730290782SE	BANK FEES	983.53
W9304	11/5/2025	CORE BUSINESS TECHNOLOGIES	317730304873SE	BANK FEES	592.71
1001199	11/5/2025	COUNTY OF L.A. DEPT OF PUBLIC WORKS	25100602214	LEGAL SERVICES	1,260.31
1001200	11/5/2025	CTOS CALIFORNIA, LLC	2.02501E+12	PW UNIT 352 REPAIRS	5,716.00
1001201	11/5/2025	DANIEL R LOPEZ	1158	VETERANS DAY PHOTO BOOTH	850.00
1001202	11/5/2025	DANIELS TIRE SERVICE	229003534	PD UNIT 985 PARTS	546.15
1001202	11/5/2025	DANIELS TIRE SERVICE	229003533	PD UNIT 978 PARTS	546.15
1001203	11/5/2025	DATA TICKET INC.	184644	CITATION PROCESSING SEPTEMBER 2025	98.50
1001203	11/5/2025	DATA TICKET INC.	182366	WEBSITE ACCESS JULY 2025	12.50
1001203	11/5/2025	DATA TICKET INC.	184787	WEBSITE ACCESS SEPMBER 2025	12.50
1001203	11/5/2025	DATA TICKET INC.	184690	CE PROCESSING SEPTEMBER 2025	117.50
1001203	11/5/2025	DATA TICKET INC.	184752	WEBSITE ONLINE ACCESS	12.50
1001203	11/5/2025	DATA TICKET INC.	185468	PARKING CITATION PROCESS	13,151.88
W2522	11/4/2025	DATAPROSE, INC.	DP2504971	WATER BILLS & POSTAGE	2,336.94
W2522	11/4/2025	DATAPROSE, INC.	DP2504971	WATER BILLS & POSTAGE	1,130.60
1001204	11/5/2025	DELL INC.	10836767580	DELL PRO MAX TOWER	2,946.95
1001205	11/5/2025	DESIGN PRINT BANNER, LLC	US362963501759	HALLOWEEN SUPPLIES	228.09
1001206	11/5/2025	DUNN EDWARDS CORPORATION	2009A56493	PAINT FOR GRAFFITI REMOVAL	344.82
1001206	11/5/2025	DUNN EDWARDS CORPORATION	2009A56775	PAINT FOR GRAFFITI REMOVAL	406.09
1001207	11/5/2025	ELSY MUNDO	2000121.002	EXCURSION REFUND	20.00
1001208	11/5/2025	ELVIA SANCHEZ-SANCHEZ	2000103.002	EXCURSION REFUND	15.00
W2523	11/5/2025	EXPRESS TRANSPORTATION SERVICES LLC	DAR09012025	DIAL A RIDE SEPTEMBER 2025	74,443.41
1001209	11/5/2025	FAIR HOUSING FOUNDATION	100825	SEPTEMBER 2025 SERVICES	2,522.73
1001209	11/5/2025	FAIR HOUSING FOUNDATION	90825	AUGUST 2025 SERVICES	2,290.35
1001210	11/5/2025	FERGUSON ENTERPRISES INC	5802198	PW SUPPLIES	1,512.52
1001210	11/5/2025	FERGUSON ENTERPRISES INC	5818281	PD REPAIR MATERIALS	63.68
1001210	11/5/2025	FERGUSON ENTERPRISES INC	5839294	PD REPAIR MATERIALS	126.24
1001211	11/5/2025	FRANCISCO NAVARRO	2000097.002	YOUTH SPORTS REFUND	10.00
1001212	11/5/2025	FUN EXPRESS, LLC	73902265901	HALLOWEEN SUPPLIES	174.70
1001212	11/5/2025	FUN EXPRESS, LLC	73902265902	HALLOWEEN SUPPLIES	58.69
1001212	11/5/2025	FUN EXPRESS, LLC	73903322601	HALLOWEEN SUPPLIES	89.40
1001213	11/5/2025	FUSION CAR AUDIO	14074	PD UNIT 1010 TINTS	480.00
1001214	11/5/2025	GALLS LLC	32808378	PD UNIFORMS	246.94
1001214	11/5/2025	GALLS LLC	32876549	PD UNIFORMS	246.94
1001215	11/5/2025	GEORGE CHEVROLET	202072CWV	PD UNIT 952 REPAIRS	87.62
1001215	11/5/2025	GEORGE CHEVROLET	202292CWV	PD UNIT 984 PARTS	154.53
1001216	11/5/2025	GUADALUPE SANDOVAL	2000117.002	EXCURSION REFUND	20.00

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1001217	11/5/2025	GUADALUPE VERGARA	2000125.002	EXCURSION REFUND	10.00
1001218	11/5/2025	HAJOCÀ CORPORATION	S177073039.001	PD REPAIR MATERIALS	306.62
W2525	11/4/2025	HASA, INC.	1075207	WELL 18 SUPPLIES	354.18
W2525	11/4/2025	HASA, INC.	1075208	WELL 12 SUPPLIES	451.11
W2525	11/4/2025	HASA, INC.	1075206	WELL 15 SUPPLIES	354.88
W2525	11/4/2025	HASA, INC.	1077298	WELL 17 SUPPLIES	526.30
W2525	11/4/2025	HASA, INC.	1077297	WELL 15 SUPPLIES	415.03
W2525	11/4/2025	HASA, INC.	1077294	WELL 18 SUPPLIES	423.80
1001219	11/5/2025	HASSAN SALEH	10212025	EMPLOYEE REIMBURSEMENT	632.10
1001220	11/5/2025	HDL COREN & CONE	SIN055834	PROPERTY TAX OCTOBER-DECEMBER 2025	2,514.71
W2526	11/4/2025	HEALTH AND HUMAN RESOURCE CENTER	E0355136	EAP NOVEMBER 2025	267.30
1001277	11/6/2025	HECTOR G. MORENO	5602	TAEKWONDO INSTRUCTOR	1,064.00
1001277	11/6/2025	HECTOR G. MORENO	5603	TAEKWONDO INSTRUCTOR	1,344.00
1001277	11/6/2025	HECTOR G. MORENO	5603	TAEKWONDO INSTRUCTOR	672.00
1001221	11/5/2025	HERMINA GALINDO DE BALDERAS	2000124.002	EXCURSION REFUND	25.00
1001222	11/5/2025	HOME DEPOT	8546346	CITY SIDEWALK MATERIALS	342.11
1001222	11/5/2025	HOME DEPOT	7553628	CITY SIDEWALK MATERIALS	63.65
1001222	11/5/2025	HOME DEPOT	3510621	CITY SIDEWALK MATERIALS	46.69
1001222	11/5/2025	HOME DEPOT	270226	PW REPAIR MATERIALS	175.70
1001222	11/5/2025	HOME DEPOT	1275662	PW REPAIR MATERIALS	88.37
1001222	11/5/2025	HOME DEPOT	9270325	PW REPAIR MATERIALS	209.26
1001222	11/5/2025	HOME DEPOT	3524518	CITY HALL REPAIR MATERIAL	461.32
1001222	11/5/2025	HOME DEPOT	2534290	PARKS REPAIR MATERIALS	87.22
1001222	11/5/2025	HOME DEPOT	1275614	PARKS REPAIR MATERIALS	300.76
1001222	11/5/2025	HOME DEPOT	513686	PARKS REPAIR MATERIALS	513.83
1001222	11/5/2025	HOME DEPOT	6276892	PARKS REPAIR MATERIALS	125.43
1001222	11/5/2025	HOME DEPOT	7514024	PARKS REPAIR MATERIALS	149.02
1001222	11/5/2025	HOME DEPOT	6276855	PARKS REPAIR MATERIALS	111.33
1001222	11/5/2025	HOME DEPOT	2552421	PARKS REPAIR MATERIALS	220.60
1001222	11/5/2025	HOME DEPOT	5276972	PARKS REPAIR MATERIALS	59.29
1001222	11/5/2025	HOME DEPOT	6530123	IT MATERIALS	330.89
1001222	11/5/2025	HOME DEPOT	275684	IT MATERIALS	307.38
1001222	11/5/2025	HOME DEPOT	1032250	CITY REPAIR MATERIALS	921.15
1001223	11/5/2025	HUMAN SERVICES ASSOCIATION	90825	SENIOR SERVICES	8,946.03
1001223	11/5/2025	HUMAN SERVICES ASSOCIATION	90825	SENIOR SERVICES	1,053.97
1001224	11/5/2025	IBE DIGITAL	485322	KONICA MINOLTA TONER	18.11
1001224	11/5/2025	IBE DIGITAL	485229	KONICA MINOLTA USAGE	736.74
1001224	11/5/2025	IBE DIGITAL	485237	KONICA MINOLTA USAGE	38.55
1001224	11/5/2025	IBE DIGITAL	485432	KONICA MINOLTA TONER	18.23
1001225	11/5/2025	IBE DIGITAL	40388091	KONICA 003-1977267-000 LEASE	3,306.27
1001226	11/5/2025	INTERSTATE BATTERIES OF CA COAST	140085206	STOCK SUPPLIES	458.27
1001227	11/5/2025	JAVIER GARCIA	2000093.002	DEPOSIT REFUND	500.00
1001228	11/5/2025	JERRY'S AUTO BODY, INC.	33650	PD UNIT 952 REPAIRS	831.23
1001228	11/5/2025	JERRY'S AUTO BODY, INC.	33649	PD UNIT 982 REPAIRS	1,877.42
1001229	11/5/2025	JESUS RIVAS	2000104.002	EXCURSION REFUND	40.00
1001230	11/5/2025	JOSE DE JESUS	2000100.002	EXCURSION REFUND	20.00

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1001231	11/5/2025	JOSE LAZARRO	2000094.002	YOUTH SPORTS REFUND	75.00
1001231	11/5/2025	JOSE LAZARRO	2000094.002	YOUTH SPORTS REFUND	60.00
1001232	11/5/2025	JOSE MALDONDO	10202025	EMPLOYEE REIMBURSEMENT	21.75
1001233	11/5/2025	JOSE NAVARRO	2000129.002	EXCURSION REFUND	20.00
W2530	11/4/2025	LADAYU CONSULTING GROUP	22-CIP2019-02	SEPTEMBER 2025 SERVICES	3,935.00
1001234	11/5/2025	LAUDY DEL CID	2000110.002	EXCURSION REFUND	20.00
W2531	11/4/2025	LB JOHNSON HARDWARE CO.	139743	PARK BUILDING MATERIALS	76.81
W2531	11/4/2025	LB JOHNSON HARDWARE CO.	139744	PARK BUILDING MATERIALS	(76.81)
W2531	11/4/2025	LB JOHNSON HARDWARE CO.	139745	PARK BUILDING MATERIALS	98.76
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307210	LEGAL SERVICES	2,029.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307209	LEGAL SERVICES	11,541.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307212	LEGAL SERVICES	3,243.00
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307214	LEGAL SERVICES	319.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307215	LEGAL SERVICES	9,127.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307217	LEGAL SERVICES	1,650.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307211	LEGAL SERVICES	875.00
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	305529	LEGAL SERVICES	124.50
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307216	LEGAL SERVICES	1,154.00
1001235	11/5/2025	LIEBERT CASSIDY WHITMORE	307213	LEGAL SERVICES	5,846.50
1001236	11/5/2025	LYNBERG & WATKINS APC	28438	LEGAL SERVICES	983.95
1001236	11/5/2025	LYNBERG & WATKINS APC	72670	LEGAL SERVICES	110.00
1001237	11/5/2025	MARIA ELENA MARISCAL	2000108.002	EXCURSION REFUND	20.00
1001238	11/5/2025	MARIA PEREZ	2000102.002	EXCURSION REFUND	15.00
1001239	11/5/2025	MARIA T CANALES	2000120.002	EXCURSION REFUND	15.00
1001240	11/5/2025	MARTHA PATRICIA BARBOSA	2000118.002	EXCURSION REFUND	30.00
1001241	11/5/2025	MARX BROS FIRE EXTINGUISHER CO INC.	E62438	ANNUAL MAINTENANCE	168.00
1001242	11/5/2025	MCMASTER-CARR SUPPLY CO.	53180871	PARK BUILDING MATERIALS	229.38
1001242	11/5/2025	MCMASTER-CARR SUPPLY CO.	53156038	PARK BUILDING MATERIALS	472.46
W2532	11/4/2025	MERRIMAC ENERGY GROUP	2242468	CITY WIDE FUEL	25,635.99
1001243	11/5/2025	MICHELLE MAGANA	2000113.002	EXCURSION REFUND	35.00
1001243	11/5/2025	MICHELLE MAGANA	2000115.002	EXCURSION REFUND	25.00
1001244	11/5/2025	MONSERRAT GIL	2000112.002	EXCURSION REFUND	10.00
1001245	11/5/2025	MR. HOSE INC.	264929	PW UNIT 412 PARTS	249.26
1001246	11/5/2025	NATIONAL READY MIXED CONCRETE CO.	955812	CONCRETE MIX	2,787.56
W2533	11/4/2025	NATIONWIDE ENVIRONMENTAL SERVICES	34865	MAY 2025 SERVICES	16,716.85
W2533	11/4/2025	NATIONWIDE ENVIRONMENTAL SERVICES	34865	MAY 2025 SERVICES	4,079.63
1001247	11/5/2025	NEW CHEF FASHION INC.	1107851	PD UNIFORMS	115.99
1001247	11/5/2025	NEW CHEF FASHION INC.	1107852	PD UNIFORMS	115.99
1001248	11/5/2025	NICHOLS CONSULTING ENGINEERS, CHTD	966053013	OCTOBER 2025 SERVICES	1,070.00
1001249	11/5/2025	NIEVES HAYDEE LUPPINO	2000106.002	EXCURSION REFUND	30.00
W2534	11/4/2025	NOBEL SYSTEMS, INC	16223	CITIZEN APP ANNUAL RENEWAL	106,000.00
1001251	11/5/2025	OC RAW, INC.	6848	K9 DOG FOOD	969.75
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-331546	PD UNIT 977 PARTS	139.10
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-3319902	PD UNIT 984 PARTS	73.46
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-332645	CREDIT MEMO	(228.51)
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-332255	PD UNIT 1006 PARTS	228.51

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1001250	11/5/2025	O'REILLY AUTO PARTS	2959-332383	PD UNIT 1006 PARTS	142.27
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-330378	CREDIT MEMO	(326.69)
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-331048	PW UNIT 186 PARTS	39.43
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-330375	CREDIT MEMO	(95.66)
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-335240	STOCK SUPPLY	276.24
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-334828	STOCK SUPPLY	2.53
1001250	11/5/2025	O'REILLY AUTO PARTS	2959-337447	PD UNIT 1006 PARTS	302.13
1001252	11/5/2025	PARS	58947	ANNUAL ASSET FEE	604.25
1001252	11/5/2025	PARS	59025	MONTHLY ADMIN FEE	2,851.52
1001252	11/5/2025	PARS	58947	TRUSTEE FEE	5.29
1001175	10/30/2025	PLS PRODUCTIONS	76	DAY OF THE DEAD STAGE	3,000.00
1001253	11/5/2025	PURCHASE POWER	10122025	HPPD POSTAGE FEES	417.08
1001254	11/5/2025	QDOXS	IN70918	BILLING 10/18/25-11/17/25	46.94
1001254	11/5/2025	QDOXS	IN70918	BILLING 10/18/25-11/17/25	46.94
1001254	11/5/2025	QDOXS	IN70918	BILLING 10/18/25-11/17/25	46.94
1001255	11/5/2025	RAMON AGUIRRE LOPEZ	248417436	UTILITY REFUND	100.00
1001256	11/5/2025	RWARD PROPERTY MGMT, INC	2422125070	UTILITY REFUND	795.91
1001257	11/5/2025	RINCON CONSULTANTS, INC.	69392	SB 1000 ASSISTANCE - ADU	1,722.75
1001258	11/5/2025	RIO HONDO COLLEGE	2526-RG-HUNTIN	1ST QTR RANGE FEES	2,000.00
1001259	11/5/2025	ROADLINE PRODUCTS INC	21985	PW SUPPLIES	2,430.17
W2536	11/4/2025	ROBERT HALF INC	65482560	LABOR INVOICE	4,400.00
W2536	11/4/2025	ROBERT HALF INC	65498905	LABOR INVOICE	4,400.00
W2536	11/4/2025	ROBERT HALF INC	65498934	LABOR INVOICE	3,599.20
W2536	11/4/2025	ROBERT HALF INC	65364547	LABOR INVOICE	3,959.12
W2536	11/4/2025	ROBERT HALF INC	65378086	LABOR INVOICE	2,901.86
1001260	11/5/2025	ROBERTO RODRIGUEZ	2000098.002	DEPOSIT REFUND	500.00
1001261	11/5/2025	ROSARIO GONZALEZ	2000127.002	EXCURSION REFUND	10.00
W2537	11/4/2025	SAREGA LAW, APC	25-007	LEGAL SERVICES	15,000.00
1001262	11/5/2025	SHEENA MORALES	2000099.002	YOUTH SPORTS REFUND	50.00
1001263	11/5/2025	SLA	7329	OCTOBER 2025 LANDSCAPING	34,980.00
1001263	11/5/2025	SLA	7330	OCTOBER 2025 MAINTENANCE	800.00
1001264	11/5/2025	SO. CAL TIRE RECYCLE INC	6457	TIRES PICKED UP/RECYCLED	978.00
1001264	11/5/2025	SO. CAL TIRE RECYCLE INC	5461	TIRES PICKED UP/RECYCLED	993.00
1001265	11/5/2025	SOLAR ART	1081988	FREEDON PARK SUPPLIES	2,112.00
W9304	11/5/2025	SOUTHERN CALIFORNIA EDISON	600001001332NO	ELECTRICAL SERVICE	28,343.71
W9304	11/5/2025	SOUTHERN CALIFORNIA EDISON	700116911821NO	ELECTRICAL SERVICE	2,775.31
W9304	11/5/2025	SOUTHERN CALIFORNIA EDISON	700330421450NO	ELECTRICAL SERVICE	66.76
W9304	11/5/2025	SOUTHERN CALIFORNIA EDISON	700544129426OC	ELECTRICAL SERVICE	6,384.46
1001266	11/5/2025	SPARTANS CARWASH	81925	PD CAR WASHES	385.00
1001266	11/5/2025	SPARTANS CARWASH	80525	PD CAR WASHES	418.00
1001267	11/5/2025	STACY MEDICAL CENTER	3160-57642	PREBOOKING EXAMS	925.75
1001268	11/5/2025	STERICYCLE INC	8012332702	NOVEMBER 2025 SERVICES	53.01
1001269	11/5/2025	THE HARMONY DOLLS	101425	VETERANS DAY PERFORMERS	1,600.00
W9304	11/5/2025	T-MOBILE USA	975956065OCT	PHONE SERVICE 09/21-10/20	8,625.57
W9304	11/5/2025	T-MOBILE USA	102125	GEO TAB 09/21-10/20	729.75
W2538	11/4/2025	TYLER TECHNOLOGIES, INC.	045-537358	ORIGINAL CONTRACT 178753	1,480.00

City of Huntington Park
Warrant Register
November 5, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
W2538	11/4/2025	TYLER TECHNOLOGIES, INC.	045-538267	ORIGINAL CONTRACT 178753	1,480.00
1001270	11/5/2025	ULINE	199326230	PW SUPPLIES	951.45
1001270	11/5/2025	ULINE	199275663	PW SUPPLIES	552.62
1001270	11/5/2025	ULINE	199275632	PW SUPPLIES	977.81
1001270	11/5/2025	ULINE	199275651	PW SUPPLIES	506.38
1001270	11/5/2025	ULINE	199326271	PW SUPPLIES	910.19
1001271	11/5/2025	V & V MANUFACTURING, INC.	63265	PD SUPPLIES	527.50
1001272	11/5/2025	VALLEY ALARM	1327601	FIRE ALARM @ PW YARD	290.00
1001272	11/5/2025	VALLEY ALARM	1327604	FIRE ALARM @ CITY HALL	140.00
1001273	11/5/2025	WALTERS WHOLESALE ELECTRIC COMPANY	S128992572.001	PARKS REPAIR MATERIALS	763.89
1001274	11/5/2025	WATER REPLENISHMENT DISTRICT OF	8312025	GROUNDWATER ASSESSMENT	119,837.84
W2539	11/4/2025	WESTERN EXTERMINATOR COMPANY	606303C	PEST CONTROL MAINTENANCE	111.70
W2539	11/4/2025	WESTERN EXTERMINATOR COMPANY	606303C	PEST CONTROL MAINTENANCE	75.15
W2539	11/4/2025	WESTERN EXTERMINATOR COMPANY	606303C	PEST CONTROL MAINTENANCE	408.65
W2539	11/4/2025	WESTERN EXTERMINATOR COMPANY	606303C	PEST CONTROL MAINTENANCE	80.66
W2539	11/4/2025	WESTERN EXTERMINATOR COMPANY	606303C	PEST CONTROL MAINTENANCE	211.74
1001275	11/5/2025	WHITTIER POLICE DEPARTMENT	26 MAV 004	ANNUAL MUTUAL AID MAINTENANCE	500.00
1001276	11/5/2025	WOODRUFF & SMART	78876	LEGAL SERVICES	220.00
1001276	11/5/2025	WOODRUFF & SMART	78700	LEGAL SERVICES	12,373.40
Grand Total					1,140,051.41

ITEM 3



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 12, 2025

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A PAYMENT OF \$315,093.31 TO
METROPOLITAN TRANSPORTATION AUTHORITY**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Resolution of FA#FA.P00F3609: Pacific Boulevard Pedestrian Improvement Project Final Audit Report; and
2. Authorize payment of \$315,093.31 to Metropolitan Transportation Authority

BACKGROUND

On February 10, 2014, Metro authorized a \$2,676,000 Local Transportation Funds (LTF) grant to the City of Huntington Park for the Pacific Boulevard Pedestrian Improvement Project, under Funding Agreement (FA) P00F3609, on a cost reimbursement basis. Prior to executing the agreement, Metro had issued a Letter of No Prejudice on December 17, 2010, allowing the City to spend up to \$1,224,874 in local funds, which would count as the required local match. The FA was amended three times, with Amendments 2 and 3 extending the lapsing date to February 28, 2019. The audit of the grant commenced in FY 2022-2023 and was finalized as of March 7th, 2025.

The project area spans Pacific Boulevard between Slauson Avenue and Florence Avenue in Huntington Park and included a range of pedestrian improvements along the 4,000 linear-foot commercial corridor. Enhancements included 70 benches and trash receptacles, 14 bus shelters with signage, shared structures, bike racks, 16 planters, upgraded traffic signals, 14 decorative pedestrian lights, 10 crossings, 18 wayfinding signs, a gateway entrance sign, and landscaping, all aimed at improving pedestrian safety and the overall pedestrian experience.

**CONSIDERATION AND APPROVAL OF A PAYMENT OF \$315,093.31 TO
METROPOLITAN TRANSPORTATION AUTHORITY**

November 12, 2025

Page 2 of 3

AUDIT FINDINGS

Due to the extended period between the project's initiation and the conclusion of the audit, there have been several changes in City personnel at both the director and staff levels. As a result of these staffing transitions, current personnel were unable to locate certain documents requested by the Metro audit team to verify adherence to procurement guidelines and to confirm the allowability of all expenses.

A summary of the audit findings presented in the attached report is as follows:

- \$751,104 questioned due to the City's inability to provide:
 - Procurement documentation showing that construction work by Alfaro Communication Construction, Inc. was within project scope.
 - Executed change orders totaling \$149,694 to justify additional work performed.
- \$460,968 questioned related to Interlog HYM due to City's inability to provide:
 - Procurement documentation explaining the \$1,201,524 difference between the City Council-approved contract of \$2,528,987 and the executed contract amount of \$3,730,511.
 - Reasons why incurred costs of \$2,284,248 exceeded the approved amount of \$1,823,280, including all change orders.
- \$427,332 questioned regarding Primestor Development due to City's inability to provide:
 - Procurement documentation (e.g., public bid notice, evaluation criteria/results, executed agreement) demonstrating compliance with City procurement policies.
 - \$45,000 in amended costs unsupported by an executed amendment or scope of additional work.
 - \$185,095 in unsupported billing due to missing timesheets, service descriptions, and sub-consultant invoices.
- \$240,248 questioned due to City's inability to provide missing supporting documentation for various vendors:
 - \$145,000 (Transtech Engineers) and \$20,314 (Big Belly Solar, Inc.) lacked invoices and payment approvals.
 - \$67,863 in material costs from various vendors without contracts, invoices, or canceled checks.
 - \$7,071 (AIM Consulting) lacked documentation for labor compliance charges and the agreement for a 10% markup on sub-consultant charges.
- \$30,945 questioned as an ineligible prepayment to Big Belly Solar, Inc.:
 - Payment was for a 4-year software license fee, which falls outside the scope of the funding agreement.

**CONSIDERATION AND APPROVAL OF A PAYMENT OF \$315,093.31 TO
METROPOLITAN TRANSPORTATION AUTHORITY**

November 12, 2025

Page 3 of 3

FISCAL IMPACT

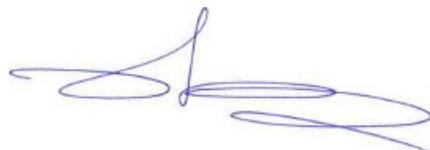
Due to the number of costs deemed unallowable by the audit, Metro has determined that the City received an overpayment totaling \$315,096.31. As a result, Metro is requiring the City to repay this amount using General Fund dollars.

CONCLUSION

Attached is the full single audit report done by Metro and all supporting letters.

Upon Council approval staff will receive and file the single audit report and send payment due to Metro.

Respectfully submitted,



RICARDO REYES
City Manager



JEFF JONES
Director of Finance

ATTACHMENT(S)

- A. FA.P00F3609 Audit Resolution Letter
- B. City of Huntington Park FA.P00F3609 Final Report
- C. Inv#800092178 - City of Huntington Park

ATTACHMENT "A"



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

March 7, 2025

Mr. Jeff Jones
Director of Finance
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Resolution of FA# FA.P00F3609: Pacific Boulevard Pedestrian Improvement Project Final Audit Report

Dear Mr. Jones:

The Metro Audit Department completed the Final Audit report for the Pacific Boulevard Pedestrian Improvement Project (FA# FA.P00F3609) in September 2024. The Metro Audit report found cost differences of \$1,910,597, affecting the total allowable project costs and Metro's share of allowable costs. Based on these cost differences, the report found an overpayment of \$929,820 (the difference between Metro's payments of \$2,542,200 and Metro's share of allowable project costs of \$1,612,380). Of the \$1,910,597 in cost differences:

1. \$751,104 due to the City's inability to provide procurement supporting documents showing that the scope and specifications of the construction work performed by Alfaro Communication Construction, Inc., were for this project. In addition, no executed change orders totaling \$149,694 were provided to support the justification and nature of the additional work performed for the project.
2. \$460,968 due to the City being unable to provide procurement supporting documents for Interlog HYM justifying the difference of \$1,201,524 between the City Council's approved original contract amount of \$2,528,987 and the executed contract amount of \$3,730,511. The \$460,968 cost difference is between the City's incurred costs of \$2,284,248 and the City Council's approved amount of \$1,823,280, including all the change orders. The cost difference also included \$3,952 of unsupported expenditures due to a missing invoice and payment approval.
3. \$427,332 due to the City being unable to provide procurement supporting documents for Primestor Development, such as a published notice of invitation for bid, proposal evaluation criteria, proposal evaluation, and executed agreement showing the City's compliance with its procurement policy to select 'the best possible service to the City for the best value.' The cost difference also includes i) \$45,000 of the amended amount without an executed amendment and supporting documents stating the nature and scope of the additional work and ii) \$185,095 due to the City being unable to provide billing details and supporting documents such as timesheets, nature of services rendered, and sub-consultants invoices.

4. \$240,248 due to the City being unable to provide other supporting documents such as:
 - a. \$145,000 incurred by Transtech Engineers and \$20,314 incurred by Big Belly Solar, Inc. had a missing invoice and payment approval;
 - b. \$67,863 of material costs incurred by 'various' vendors without supporting documents such as contracts, invoices, and canceled checks; and
 - c. \$7,071 incurred by AIM Consulting had missing supporting documents for Labor Compliance charges and an executed agreement showing the agreed 10% markup on sub-consultants' charges.
5. The city prepaid \$30,945 of operating expenditures to Big Belly Solar, Inc., for a 4-year software license fee, which is outside of the FA scope of work.

After the Final Audit report was completed, Metro and the City of Huntington Park (City) began Audit Resolution. As part of the Audit Resolution process, Metro staff Jackie Su and Fanny Pan met and discussed the audit findings with City staff Emily Smith and Jeff Jones on November 5, 2024, November 21, 2024, and January 13, 2025. Metro requested additional information and documentation from the City at these meetings pertaining to the cost differences noted above. This additional information and documentation were provided to Metro staff in emails dated December 5, 2024, December 16, 2024, and February 3, 2025. Based on the Audit Resolution meeting and the additional information provided by the City, Metro staff agrees that \$896,104.00 of the original cost difference of \$1,910,597.00 is allowable. With this agreement, the funding agreement remaining balance is \$448,893.31 and there is an overpayment balance of \$315,096.31 (the difference between the funding agreement remaining balance and the retention of \$133,800.00) due to Metro. As described in the funding agreement, a retention of five percent of eligible expenditures per invoice is withheld pending the audit of expenditures and completion of the scope of work.

The remaining grant balance of \$448,893.31 will also be deobligated as part of the next Call for Projects annual Recertification/Deobligation process.

If both parties concur, Metro will send an invoice to the City for the overpayment balance of \$315,093.31. If you have any questions, please contact Jackie Su, Manager, Transportation Planning, at 213-922-2847 or suj@metro.net.

Sincerely,



Ray Sosa
Chief Planning Officer
LA County Metropolitan Transportation
Authority

Concur:



Jeff Jones
Director of Finance
City of Huntington Park

bcc: Fanny Pan
Jacqueline (Jackie) Su

**Independent Auditor's Report on Agreed-Upon Procedures for the
City of Huntington Park's Close-out Incurred Costs of
Pacific Boulevard Pedestrian Improvement Project
FA.P00F3609
Report No. 23-PLN-A10**



Metro

**MANAGEMENT
AUDIT SERVICES**

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The Los Angeles County Metropolitan Transportation Authority (Metro) Management Audit Services (MAS) performed the Agreed-Upon Procedures enumerated below on the City of Huntington Park's close-out incurred project costs of the Pacific Boulevard Pedestrian Improvement Project under the Funding Agreement (FA) P00F3609. The City of Huntington Park is responsible for the claimed incurred project costs. MAS' responsibility is to evaluate incurred project costs and identify findings based on the agreed-upon procedures. MAS performed the engagement procedures at the request of Jacqueline Su, Manager, Transportation Planning, Mobility Corridors Team. Planning department management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the closeout of the project. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such users are responsible for determining whether the procedures performed are appropriate for their purposes.

Agreed-Upon Procedures and Results

The Agreed-Upon Procedures and results are as follows:

1. Gain an understanding of the Grantee's internal controls and accounting system; and determine if the accounting system can record, accumulate, and report project costs.

Results:

MAS gained an understanding of the City of Huntington Park's internal controls and accounting system, and determined that the accounting system can record, accumulate, and report project costs.

2. Determine total project cost subject to evaluation, by cost element, for the period being evaluated and validate that the billed incurred costs reconcile to Metro's Financial Information System (FIS) payment distributions.

Results:

The City of Huntington Park claimed total project costs of \$4,261,004 incurred from the Letter of No Prejudice date of December 17, 2010 through the FA lapsing date of February 28, 2019 for FA.P003609:

Description	Amount
Construction	\$ 3,035,351
Consultant	794,621
Materials	111,450
Miscellaneous	239,534
City employees' labor costs	80,048
Total	<u>\$ 4,261,004</u>

The City of Huntington Park billed incurred costs of \$2,676,000 reconciled to Metro's Financial Information System (FIS) payment distributions.

3. Determine total allowable project cost, Metro's share of the allowable project cost, any over/under payment amount by Metro, any remaining FA balance, and any project cost savings for potential de-obligation. The determination should be performed through a risk-based evaluation of incurred costs including as applicable, direct labor costs, other direct costs including construction and consultant costs, and indirect costs, to determine allowability, allocability, and reasonableness of the costs incurred in accordance with Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 200, whichever is applicable; and whether the cost is in compliance with the provisions of the FA.

Results:

MAS found total allowable project costs of \$2,350,407, which is total incurred project costs of \$4,261,004 less the cost differences of \$1,910,597. Metro's share of total allowable project costs is \$1,612,380 or 68.6 percent (%) per the FA budget allocation percentages.

The cost differences of \$1,910,597 consist of the following:

- 1) \$751,104 due to the City being unable to provide procurement supporting documents showing that the scope and specifications of the construction work performed by Alfaro Communication Construction, Inc., were for this project. In addition, no

executed change orders totaling \$149,694 were provided to support the justification and nature of the additional work performed for the project.

- 2) \$460,968 due to the City being unable to provide procurement supporting documents for Interlog HYM justifying the difference of \$1,201,524 between the City Council's approved original contract amount of \$2,528,987 and the executed contract amount of \$3,730,511. The \$460,968 cost difference is the difference between the City's incurred costs of \$2,284,248 and the City Council's approved amount of \$1,823,280 including all the change orders. The cost difference also included \$3,952 of unsupported expenditures due to a missing invoice and payment approval.
- 3) \$427,332 due to the City being unable to provide procurement supporting documents for Primestor Development such as a published notice of invitation for bid, proposal evaluation criteria, proposal evaluation and executed agreement showing the City's compliance with its procurement policy to select 'the best possible service to the City for the best value.' The cost difference also includes i) \$45,000 of the amended amount without an executed amendment and supporting documents stating the nature and scope of the additional work; and ii) \$185,095 due to the City being unable to provide billing details and supporting documents such as timesheets, nature of services rendered, and sub-consultants' invoices.
- 4) \$240,248 due to the City being unable to provide other supporting documents such as:
 - a. \$145,000 incurred by Transtech Engineers and \$20,314 incurred by Big Belly Solar, Inc. had a missing invoice and payment approval;
 - b. \$67,863 of material costs incurred by 'various' vendors without supporting documents such as contracts, invoices and cancelled checks; and
 - c. \$7,071 incurred by AIM Consulting had missing supporting documents for Labor Compliance charges and an executed agreement showing the agreed 10% markup on sub-consultants' charges.
- 5) \$30,945 of operating expenditures prepaid by the City to Big Belly Solar, Inc. for a 4-year software license fee which is outside of the FA scope of work.

The City of Huntington Park billed Metro \$2,676,000, of which Metro paid \$2,542,200 and retained \$133,800.

With Metro's allowable project costs of \$1,612,380 and Metro's payments of \$2,542,200, an overpayment balance of \$929,820 is due to Metro. Total balance remaining of this FA is \$1,063,620 of the budgeted \$2,676,000 after consideration is taken for the aforementioned allowable costs.

City of Huntington Park Management's Response:

The City of Huntington Park had no comment (See Appendix B for full details).

Metro Management's Response – Project Manager

Metro Project Manager accepted the report (See Appendix C for full details).

(See Appendix A, Summary of Project Funding and Expenditures)

Background

Background

On February 10, 2014 Metro authorized a grant of \$2,676,000 in Local Transportation Funds (LTF) to the City of Huntington Park, on a cost reimbursement basis, under Funding Agreement (FA) P00F3609 for the Pacific Boulevard Pedestrian Improvement Project.

Prior to executing the FA, Metro issued a Letter of No Prejudice on December 17, 2010, agreeing that the City could spend its local funds, up to \$1,224,874, which would be considered as local match expenditures for the project.

There were three amendments to the original FA. Amendments 2 and 3 extended the FA lapsing date resulting in the final lapsing date of February 28, 2019.

The project is located in Huntington Park on Pacific Boulevard, between Slauson Avenue and Florence Avenue. The project consists of general pedestrian improvements at various locations along the 4,000 LF commercial downtown area. Improvements consist of pedestrian furnishings: 70 benches and trash receptacles, 14 bus shelters and signage, share structures, bike racks, 16 planters, traffic signals improvements for increased pedestrian safety, 14 decorative pedestrian lighting, 10 pedestrian crossings, 18 wayfinding signage and a gateway entrance sign, and landscaping to increase pedestrian safety and improve the overall pedestrian experience.

There was no interim audit performed for this project.

Objective

The objective is to perform an Agreed-Upon Procedures attestation engagement, as agreed to by Metro's Planning department management, and to report the results. These procedures are to assist in evaluating the incurred project costs for the FA and to determine compliance with the terms and conditions of the FA.

Scope

The scope of this Agreed-Upon Procedures engagement for FA.P00F3609 between Metro and the City of Huntington Park covers the period from the Letter of No Prejudice date of December 17, 2010 through the FA lapsing date of February 28, 2019.

Compliance Statement

We were engaged by Planning department management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants, applicable Government Auditing Standards issued by the Comptroller General of the United States, and the International Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors. Those standards require that we plan and perform the engagement to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and results based on our objectives. Management Audit Services (MAS) was not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the City of Huntington Park's claimed project costs for FA.P003609. Accordingly, MAS does not express such an opinion or conclusion. Had MAS performed additional procedures, other matters might have come to MAS' attention that would have been reported.

MAS is required to be independent of the City of Huntington Park and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

Methodology

The methodology is based upon the Agreed-Upon Procedures which includes the following:

MAS vouched the project costs claimed by the City of Huntington Park to supporting documentation such as vendor invoices, cancelled checks, contracts, and other documents to validate the costs. MAS reviewed these costs for allowability in accordance with applicable cost standards and compliance with the terms and conditions of the FA.

In addition, MAS reviewed whether the contractor and consultant who worked for the project were selected in accordance with the City of Huntington's Purchasing Ordinance Procedures.

MAS reviewed Metro's internal accounting and grant records to determine if the amount claimed for reimbursement, as represented by the invoices submitted by the City of Huntington Park, was actually paid. MAS also reconciled total claimed costs to Metro's Financial Information System (FIS) payment records.

MAS determined that the data provided during the agreed-upon procedures engagement was sufficiently reliable for the purposes of this report. MAS assessed the reliability of the data provided to us by reviewing the following:

1. The City of Huntington Park's responses to MAS' internal control questionnaire;
2. The City of Huntington Park's Consolidated Audit Reports for the fiscal years ended June 30, 2017 and June 30, 2018, issued by Vasquez & Company LLP, an independent CPA Firm; and
3. MAS' fieldwork performed during the engagement.

To assess the reliability of the work performed by the independent CPA firm, which MAS relied on for the audit report:

- MAS verified that Vasquez & Company LLP's CPA license status is clear; and
- MAS reviewed Vasquez & Company LLP's peer review report and confirmed that they had received a passing rating.

Other Matters

This report is intended solely for the information and use of Metro's Planning department management and is not intended to be and should not be used by anyone other than these specified parties.

Should you have any questions, please contact Fumi Sotozono, Audit manager, at SotozonoF@metro.net or 213-922-4133.

Lauren Choi
Senior Director, Audit
Management Audit Services
September 2024
Los Angeles County Metropolitan Transportation Authority

Audit Team: Fumi Sotozono

Appendices

Appendix A – Summary of Project Funding and Expenditures

From the Letter of No Prejudice date of December 17, 2010 through the FA lapsing date of February 28, 2019:

	A	B	C	D	E=C+D	F	G	H	I = G - F	J = A - F
Funding Source	Funding Budget Amount	Allocation %	Incurred Project Cost	Cost Difference	Allowable Project Cost	Metro Share = Lesser of A or E	Payments	Metro's Retention	Over/(Under) Payment	FA Remaining Balance
Metro Program Funding:					Note 1				Note 2	Note 3
Local Transportation Funds	\$ 2,676,000	68.60%	\$ 2,923,049	\$ (1,310,669)	\$ 1,612,380	\$ 1,612,380	\$ 2,542,200	\$ 133,800	\$ 929,820	\$ 1,063,620
Grantee Funding:										
Measure R Local Return	1,005,000	25.76%	1,097,782	(492,236)	605,546	N/A	N/A	N/A	N/A	N/A
TDA Article III	29,874	0.77%	32,632	(14,632)	18,000	N/A	N/A	N/A	N/A	N/A
AB2766 Subvention Funds	100,000	2.56%	109,232	(48,979)	60,253	N/A	N/A	N/A	N/A	N/A
Management	90,000	2.31%	98,309	(44,081)	54,228	N/A	N/A	N/A	N/A	N/A
Total	\$ 3,900,874	100.00%	\$ 4,261,004	\$ (1,910,597)	\$ 2,350,407	N/A	N/A	N/A	N/A	N/A

Explanatory Note to Appendix A:

Note 1

The cost differences of \$1,910,597 consist of the following:

- 1) \$751,104 due to the City being unable to provide procurement supporting documents showing that the scope and specifications of the construction work performed by Alfaro Communication Construction, Inc., were for this project. In addition, no executed change orders totaling \$149,694 were provided to support the justification and nature of the additional work performed for the project.

- 2) \$460,968 due to the City being unable to provide procurement supporting documents for Interlog HYM justifying the difference of \$1,201,524 between the City Council's approved original contract amount of \$2,528,987 and the executed contract amount of \$3,730,511. The \$460,968 cost difference is the difference between the City's incurred costs of \$2,284,248 and the City Council's approved amount of \$1,823,280 including all the change orders. The cost difference also included \$3,952 of unsupported expenditures due to a missing invoice and payment approval.
- 3) \$427,332 due to the City being unable to provide procurement supporting documents for Primestor Development such as a published notice of invitation for bid, proposal evaluation criteria, proposal evaluation and executed agreement showing the City's compliance with its procurement policy to select 'the best possible service to the City for the best value.' The cost difference also includes i) \$45,000 of the amended amount without an executed amendment and supporting documents stating the nature and scope of the additional work; and ii) \$185,095 due to the City being unable to provide billing details and supporting documents such as timesheets, nature of services rendered, and sub-consultants' invoices
- 4) \$240,248 due to the City being unable to provide other supporting documents such as:
 - a. \$145,000 incurred by Transtech Engineers and \$20,314 incurred by Big Belly Solar, Inc. had a missing invoice and payment approval;
 - b. \$67,863 of material costs incurred by 'various' vendors without supporting documents such as contracts, invoices and cancelled checks; and
 - c. \$7,071 incurred by AIM Consulting had missing supporting documents for Labor Compliance charges and executed agreement showing the agreed 10% markup on sub-consultants' charges.
- 5) \$30,945 of operating expenditures prepaid by the City to Big Belly Solar, Inc. for a 4-year software license fee which is outside of the FA scope of work.

Note 2

The overpayment of \$929,820 is the difference between Metro's payments of \$2,542,200 and Metro's share of allowable project costs of \$1,612,380.

Note 3

The FA remaining balance is the difference between Metro's share of funding budget of \$2,676,000 and Metro's share of allowable project costs of \$1,612,380.

Appendix B – City of Huntington Park Management's Response

From: Emily Smith <esmith@h pca.gov>
Sent: Wednesday, September 18, 2024 2:08 PM
To: Su, Jacqueline <SuJ@metro.net>
Subject: FW: Draft Report - City of Huntington Park FA.P00F3609 (23-PLN-A10)

Emily Smith
Finance Manager
City of Huntington Park
(323) 584-6227

From: Sonia Luz <SLuz@h pca.gov>
Sent: Wednesday, September 18, 2024 11:52 AM
To: Emily Smith <esmith@h pca.gov>
Subject: RE: Draft Report - City of Huntington Park FA.P00F3609 (23-PLN-A10)

Hello Emily,

Please find attached the signed letter.

Let me know if you need anything else.

Sonia

Appendix C – Metro Management's Response – Project Manager

From: Su, Jacqueline <SuJ@metro.net>
Sent: Wednesday, September 11, 2024 11:26 AM
To: Sotozono, Fumi <SotozonoF@metro.net>
Cc: Choi, Lauren <ChoiL@metro.net>; Pan, Fanny <PANF@metro.net>; Houston, Kimberly <HoustonKi@metro.net>
Subject: Re: Draft Report - City of Huntington Park FA.P00F3609 (23-PLN-A10)

Hi Fumi and team:

Received, thank you. I accept your report.

I will send the draft report and Management Representation Letter template to City today. Are Kimberly Ochoa (kochoa@h pca.gov) and Jeff Jones (jjones@h pca.gov) the correct contacts to send the documents to?

Best,
Jackie

Jacqueline Su
LA Metro
Manager, Transportation Planning
Planning, Mobility Corridors
213.922.2847
metro.net | facebook.com/losangelesmetro | @metrolosangeles
Metro's mission is to provide world-class transportation for all.



Metro

MANAGEMENT
AUDIT SERVICES



**Metropolitan
Transportation
Authority**

One Gateway Plaza
Los Angeles, CA 90012

Ship To:

ATTACHMENT "C"

REMIT TO:

LACMTA FILE# 54924-0
LOS ANGELES CA 90074-4924

Bill To
Attn: Accounts Payable
CITY OF HUNTINGTON PARK
JEFF JONES, DIRECTOR OF FINANCE
6550 MILES AVENUE #127
HUNTINGTON PARK CA 90255

Invoice	
NUMBER	800092178
DATE	PAGE 01-AUG-25 Page 1 of 1
PURCHASE ORDER NUMBER	
OUR REFERENCE	
SALES ORDER NUMBER	
CUSTOMER NUMBER	LOCATION NUMBER MX138565 99999 NEW LOCATI

TERMS 30 NET	DUE DATE 31-AUG-25	SALESPERSON	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
ITEM	Invoice		QTY ORDERED	QTY INVOICED	UNIT PRICE	EXTENDED AMOUNT
1	2025-0307 FA.P00F36009 AUDIT RESOLUTION		1	1	315,093.31	315,093.31
2	Project Name: Pacific Boulevard Pedestrian Improvement Project		0	0	0.00	0.00
3	Funding Agreement #: FA.P00F3609		0	0	0.00	0.00
4	PO# (City's payment should be paid back to the PO): 920000000F3609		0	0	0.00	0.00

SPECIAL INSTRUCTIONS	SUBTOTAL	TAX	SHIPPING/HANDLING	TOTAL
	315,093.31	0.00	0.00	315,093.31 Currency: USD

PUBLIC HEARING(S)

ITEM 1



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

November 12, 2025

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 RESOLUTION INITIATING THE PROCESS OF ESTABLISHING COUNCIL DISTRICT AREAS AND ELECTIONS BY-DISTRICT AREAS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conducted the required public hearings as outlined in Elections Code 10010, soliciting input from the residents of the City of Huntington Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Voting Rights Act of 1965 ("FVRA") and the California Voting Rights Act ("CVRA") set forth specific criteria for how elections are to be held when a potential for voter disenfranchisement exists. The FVRA and CVRA differ in that the CVRA is much more plaintiff friendly and has allowed numerous legal challenges to the at-large election system that had been employed by most public agencies and special districts. To date, no public agency has overcome a legal challenge brought under the CVRA and many millions of dollars have been paid out in judgments and settlements when these lawsuits are brought.

The process of transitioning from an at-large election system to a by-district election system is covered in Elections Code 10010. In essence, the City will be required to hold two (2) public hearings prior to the release of draft maps of the Council districts. Those first two public hearings must occur within 30 days of each other.

After the initial two public hearings, draft maps of the Council districts will be published, and the Council will be required to hold an additional two (2) public hearings where it will solicit further input from the community. These additional two public hearings must occur with 45 days of each other.

**CONSIDERATION AND APPROVAL OF RESOLUTION NO. 2025-XX INITIATING THE
PROCESS OF ESTABLISHING COUNCIL DISTRICT AREAS AND ELECTIONS BY-
DISTRICT AREAS**

November 12, 2025

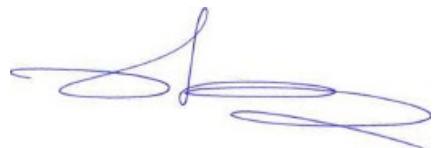
Page 2 of 2

Once the four (4) public hearings have been held, the City Council will be able to vote on a district map which will be used in the 2026 election of City Council members. The final map will also have a proposed election sequence whereby specific districts will be assigned to either the 2026 election or the 2028 election.

FISCAL IMPACT/FINANCING

Demographer services are not to exceed \$50,000. No additional fiscal impact is anticipated.

Respectfully submitted,

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

RICARDO REYES
City Manager

ATTACHMENT(S)

None

ITEM 2



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 12, 2025

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:

FIRST READING OF ORDINANCE NO. 2025-14 AMENDING CHAPTER 21 OF TITLE 8 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing regarding Ordinance No. 2025-14 and take public testimony; and
2. Approve the amendments to Chapter 21 of Title 8 of the City of Huntington Park Municipal Code.

BACKGROUND

Rent stabilization and tenant protection ordinances have existed at the local level in some California cities since the 1970's. Prior to existing law, local governments were able to enact such ordinances with few constraints specifically imposed by state law. In 1995, however, the Costa-Hawkins Rental Housing Act (1995) (the "Costa-Hawkins Act") introduced three significant limitations. First, it exempted certain types of rental units from local rental stabilization (most notably single-family homes and condominiums). Second, it exempted units built after the February 1, 1995, effective date of the Costa-Hawkins Act. Third, it prohibited "vacancy control"—referring to regulations aimed at curbing the amount a landlord may charge for a new lease of a vacant unit. Under the Costa-Hawkins Act, a landlord is not restricted in the amount of rent charged in a new lease.

On January 1, 2020, rent stabilization and tenant eviction protections became state law and took effect with the enactment of the Tenant Protection Act. The Tenant Protection Act includes significant provisions, including but not limited to the following:

- Application to units that are more than 15 years old;
- Application to single-family homes and condominiums if those units are owned by a real estate trust or corporation;

RENT STABILIZATION ORDINANCE (AMENDMENT)

November 12, 2025

Page 2 of 4

- Establishes a ceiling or cap on rent increases in a 12-month period of 5% plus inflation –a local Consumer Price Index (“CPI”) not to exceed 10%;
- It codifies definitions of “at-fault” and “no-fault” evictions and establishes that when a tenant is evicted under a “no fault” cause, the tenant shall receive compensation equivalent to one (1) month’s rent;
- Establishes that the Tenant Protection Act sunsets on January 1, 2030; and
- Requires no local enforcement, and disputes are be resolved among the parties through the legal system.

Cities in California can no longer adopt full rent control, which would regulate the amount of initial rent, due to the Costa-Hawkins Act. Instead, cities which choose to act, must focus on rent stabilization which protects tenants during the tenancies by limiting how much the rent may be increased each year.

On November 4, 2024, the City Council approved the Rent Stabilization Ordinance which aims to address housing affordability and promote tenant stability while ensuring landlords receive a fair return on their investments.

Summary of the Rent Stabilization Ordinance:

- Exceptions for those properties protected under state and/or federal law, including units, spaces and residents covered under mobile home state laws.
- Rent caps set at 3% per year or CPI, whichever is lower, with one increase allowed every 12 months.
- Capital improvement pass-throughs, allowing landlords to recover 50% of approved improvement costs over a minimum of five years.
- Just-cause or “at-fault” eviction protections, requiring landlords to provide a valid reason, notice, and an opportunity to tenants to cure alleged violations.
- Allows for “no-fault” evictions with buyout offers/options protecting tenants by providing them with proper notice, ability to reject offers and offers two months’ rent as relocation assistance.
- Security deposit limits in accordance with Section 1950.5 of the Civil Code.
- Mandatory annual registration of rental units to ensure compliance and accurate data collection.
- Enforcement mechanisms, including the ability of the City to issue administrative citations, civil and criminal penalties of up to \$1,000 per violation.
- Establishment of an appeal and hearing process for final decisions made by the City, including the process of designating of an impartial hearing officer.
- Ability for Landlords and Tenants to seek administrative and judicial review for any alleged violation of the Chapter.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On December 16, 2024, the City entered into a Professional Service Agreement with Cohn Reznick LLP to provide Rent Stabilization Ordinance Program Management and Oversight Services. As part of their scope of work the consultant developed guidelines,

RENT STABILIZATION ORDINANCE (AMENDMENT)

November 12, 2025

Page 3 of 4

coordinated with the software developer 3Di Systems and issued the first notification to landlords between February 3rd and February 11th, advising them of the registration process in accordance with the requirements of the adopted ordinance.

According to the City's registry there are a total of 7,625 properties in the system. There are currently 597 properties with a "Registration Completed" status. There are currently 6,516 properties listed with a "Registration Open" status.

Other registration statuses include:

- Pending Staff Review (Unit or Property Exemption under review): 119
- Property Exempt (Exemption approved): 313
- Unit Discrepancy (Units submitted do not match Assessor's count): 80

The purpose of the proposed amendment to the Rent Stabilization Ordinance is to clarify and refine several provisions that have proven to be ambiguous or open to inconsistent interpretation since the ordinance's adoption. Staff have identified areas where the language lacked precision or left room for concrete interpretation, particularly in the following sections:

- § 8-21.2 Applicability and exemptions.
- § 8-21.3 Permissible Rent increases.
- § 8-21.4 Capital improvement pass-throughs.
- § 8-21.5 Landlord application for rent adjustment.
- § 8-21.6 Security deposits.
- § 8-21.8 Tenant petition for rent adjustments.
- § 8-21.9 Rental unit registration

The intent of this amendment is not to alter the fundamental policy goals or protections embodied in the Rent Stabilization Ordinance, but rather to ensure that its application is transparent, predictable, and equitable for all parties involved. Clarifying these sections will strengthen the ordinance's enforceability, streamline administrative processes, and support consistent implementation in alignment with Council's original policy direction. The proposed revisions were developed through a review of case applications, stakeholder input, and best practices to ensure the updated language reflects both legal clarity and practical administration.

Upon approval of the amendments to the ordinance, city staff will work on establishing a plan to issue the second round of notices to landlords. This notice will serve as a notice of violation for failure to register and/or file an exemption as required by the City's Rent Stabilization and Tenant Protections Ordinance (HPMC Title 9, Chapter 4, Article 21), which became effective on December 19, 2024.

Lastly, § 8-21.7 – Termination of Tenancy, now also includes an eviction moratorium for unpaid rent. The amount of unpaid rent that triggers a Just Cause Eviction must now exceed one (1) full month's rent.

RENT STABALIZATION ORDINANCE (AMENDMENT)

November 12, 2025

Page 4 of 4

LEGAL REQUIREMENT

The proposed ordinance complies with current state laws, including the Costa-Hawkins Rental Housing Act and the Ellis Act. The proposed ordinance updates have been reviewed by the City Attorney's Office to ensure legal compliance.

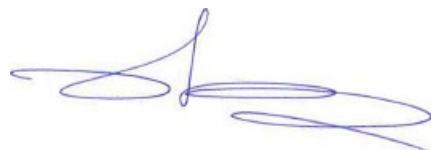
FISCAL IMPACT/FINANCING

Funding for the implementation and administration of the rent stabilization program will be refined through a comprehensive fee study. The program will be self-sustained by revenues generated from the landlord registry fee, ensuring that operational costs are covered without additional financial burden on the city's general fund.

CONCLUSION

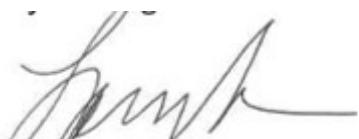
Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

City Manager



LOUIS MORALES, Director

Community Development Department

ATTACHMENTS:

A. Ordinance 2025-14 amending chapter 21 of title 8 of the city of Huntington Park municipal code

ATTACHMENT "A"

ORDINANCE NO. 2025-14

An ordinance of the City Council of the City of Huntington Park amending Title 8, Chapter 21, entitled Rent Stabilization, of the Huntington Park Municipal Code.

**THE PEOPLE OF THE CITY OF HUNTINGTON PARK
DO ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 21 of Title 8 of the Huntington Park Municipal Code is hereby amended and shall read as follows:

CHAPTER 21 RENT STABILIZATION

§ 8-21.0 Intent and Purpose.

The City Council of the City of Huntington Park finds:

- (a) The continued rise in rental rate has contributed to a housing affordability crisis, with the majority of renters in Huntington Park being "rent-burdened," paying over 30% of their income towards rent.
- (b) A significant percentage of residents face difficulty maintaining affordable, stable and adequate housing.
- (c) The purpose of these provisions is to promote long-term stability in the rental market by limiting unreasonable rent increases while allowing landlords a fair and reasonable return on investment. This Chapter establishes guidelines for permissible rent increases, the application process for rent adjustments, and protections for both tenant and landlords.

§ 8-21.1 Definitions.

"Capital Improvement" shall mean significant additions or upgrades that materially extend the life of the property, distinct from routine maintenance or repairs covered by insurance.

"City" refers to the City of Huntington Park.

"Covered Rental Unit" shall mean any residential unit rented to tenants unless explicitly exempt pursuant to Section 8-21.2 (Applicability and exemptions).

"Department" means the Community Development Department of the City of Huntington Park, or other department designated by the city council to administer the provisions of this chapter.

“Director” means the Director of Community Development of the City of Huntington Park or designee.

“Landlord” shall mean any property owner or any other person legally entitled to offer any rental unit for rent or entitled to receive rent for the use and occupancy of a rental unit.

“Rent” shall mean the amount paid by a Tenant for the use of a rental unit, including access to housing services.

“Rental Agreement” shall refer to an agreement between a landlord and a tenant for the use or occupancy of a rental unit.

“Rent Ceiling” refers to the maximum allowable rent which a landlord may charge on any controlled rental unit.

“Rental Unit” shall refer to any dwelling unit as defined under California Civil Code Section 1940(c), located in the jurisdictional boundaries of the City of Huntington Park and that is used or occupied for human habitation in consideration of payment of rent.

“Tenant” shall mean any individual who leases a rental unit from a Landlord. This includes but is not limited to a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a rental agreement to the occupancy of a rental unit.

§ 8-21.2 Applicability and Exemptions.

- (a) This Chapter shall not apply to any residential units expressly exempt pursuant to any provision of state or federal law, and those specifically exempt as follows:
 - (1) Any rental unit that has a certificate of occupancy or equivalent permit for residential occupancy issued or issued final after February 1, 1995. For this purpose, certificate of occupancy is the certificate first issued before the property is used for any residential purpose.
 - (2) Any rental unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums, and townhomes.
 - (3) Any rental unit, space, or resident covered under the provisions of the state Mobilehome Residency Law, Civil Code section 798, et seq., as applicable.

- (4) Any rental unit that is a subdivided interest in a subdivision, as specified in California Business and Professions Code section 11004.5(b), (d), and (t).
- (5) Any rental unit for which the Landlord receives federal, state, or local housing subsidies, including, but not limited to federal housing assistance vouchers issued under Section 8 of the United States Housing act of 1937 (42 U.S.C Sec. 1437f).
- (6) Residential real property containing no more than two rental units in which the owner occupies one of the units as the owner's principal place of residence since the beginning of the tenancy, so long as the owner continues in occupancy. For purposes of this subsection:
 - (i) The term "owner" means a natural person who owns at least a 25 percent ownership interest in the residential real property.
 - (ii) An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence. It shall be the owner's responsibility to inform the Department of the change in occupancy and enroll the rental unit in the City's Covered Rental Unit registry as required by this Chapter within 6 months of the change in owner occupancy.

(b) Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing an application with the Department in a form approved by the City.

§ 8-21.3. Permissible Rent Increases.

- (a) Annual Rent Cap. Rent increases on covered rental units are capped at 3% per year or 100% of the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim region, whichever is lower.
- (b) Frequency. Rent on covered rental units may only be increased once during a 12-month period.
- (c) Initial Rent Ceiling. Landlords may set market rent when a rental unit becomes vacant, but subsequent rent increases must follow the annual rent cap guidelines.
- (d) No Banking of Increases. Landlords may not bank unused rent increases from previous years for future use. This chapter will be enforceable prospectively.

§ 8-21.4 Capital Improvement Pass-Throughs.

- (a) 50% Pass-Through. Landlords may pass through 50% of capital improvement costs to tenants in covered rental units provided:
 - (1) The improvement benefits tenants directly, such as upgrades in plumbing, roofing, central air conditioning and heating, mini-split units that provide heating and/or air conditioning systems.
 - (2) Costs are amortized over a minimum period of 5 years for affected or current tenants.
 - (3) Capital improvements cannot include regular maintenance or repairs from wear and tear, repairs covered by homeowner's insurance or be the result of landlord's failure to perform regular maintenance.
 - (4) Landlords notify tenants at least 30 days in advance and provide detailed documentation on cost, which must be approved by the Community Development Director.
 - (5) Approval Required: The Department must approve any capital improvement pass-throughs before they can be passed to tenants.
 - (6) Application Process: The landlord must apply to the Department of Community Development for recovery of capital improvement costs, on a required form approved by the Department, within 6 months of completing the capital improvement.

§ 8-21.5 Landlord Application for Rent Adjustment.

- (a) Fair Return. If a landlord believes that the permissible rent increase under Section 4 prevents them from receiving a fair and reasonable market return on investment as determined by the Community Development Director on a covered rental unit, they may file an application for a rent adjustment with the Community Development Department. The Landlord must submit all expenses including mortgage loan payments, taxes, utilities, insurance, photographs and other miscellaneous expenses as determined by the Community Development Director
- (b) Criteria for Adjustment. The landlord must provide detailed financial records demonstrating that the rent limitations are causing a net operating income to fall below acceptable market levels as determined by the Community Development Director.
- (c) Review and Approval of Application for Rent Adjustment. The Community Development Department shall consider the following factors as well as any

other relevant factors in reviewing the application and making its determination:

- (1) The landlord's income and expenses relative to the covered rental property's net operating income.
- (2) Changes in property taxes to be paid by a landlord.
- (3) Changes in the CPI.
- (4) The history of any prior hearings of determinations on an application for a rent adjustment by a landlord.
- (5) The addition of capital improvements on a rental property.
- (6) The need for repairs caused by circumstances other than ordinary wear and tear.

(d) Tenant Notice. Landlords must provide at least 30 days' notice to tenants of any approved rent increase beyond the cap. The landlord must provide notice to tenant via personal service or certified mail return receipt requested.

§ 8-21.6 Security Deposits.

- (a) Until July 1, 2024, Section 1950.5 of the California Civil Code limited the amount of security deposits to two times the monthly rent for unfurnished units or three months' rent for furnished units.
- (b) After July 1, 2024, the law limits security deposits to one month's rent. For landlords who own no more than two residential rental properties that collectively include no more than four total units for rent, the limit is two times the monthly rent, but only if the landlord is a natural person or a limited liability company in which all members are natural persons.

§ 8-21.7 Termination of Tenancy: Just Cause; No-Fault; Relocation Assistance; and Buyout Offers and Notices.

- (a) Just Cause Evictions. Landlords may only evict tenants for specific reasons, including:
 - (1) Nonpayment of rent; unpaid rent must exceed one (1) full month of the tenant's contract rent.
 - (2) Material breach of the lease.
 - (3) Illegal activities or property damage.

- (4) Assigning or subletting the premises in violation of the Tenant's lease.
- (b) Notice to Cure Just Cause Evictions. Before a Landlord issues a notice to terminate a Tenancy for just cause that is a curable lease violation, the Owner shall first give notice of the violation to the Tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day (3-day) notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.
- (c) No-Fault Evictions. Includes any of the following:
 - (1) Landlord's intent to occupy the Covered Rental Unit by the Landlord or their spouse, domestic partner, children, grandchildren, parents, or grandparents.
 - (i) If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice.
 - (2) Withdrawal of the Covered Residential Unit from the rental market for an anticipated period of at least 24 months, as affirmed by the Landlord in a written affidavit submitted to the City. Landlord must withdraw all units on the property.
 - (3) The Landlord complying with any of the following: (i) an order issued by a government agency or court relating to the habitability that necessitates vacating the Covered Rental Unit; (ii) an order issued by a governmental agency to vacate the Covered Residential Unit; or (iii) a local ordinance that necessitates vacating the Covered Residential Unit.
 - (4) Intent to demolish or to substantially remodel the Covered Residential Unit as determined by the Community Development Director. The demolition and/or substantial remodel will require the submitted improvement plans.

(d) **Relocation Assistance.** For termination for no-fault termination, the Landlord must either: (i) provide relocation assistance equivalent to two (2) months' rent for no-fault eviction due to reasons; or (ii) waive in writing the payment of Rent for the final two (2) months of the Tenancy, prior to the Rent becoming due.

(1) If a Landlord issues a notice to terminate a Tenancy for no-fault, the Landlord shall notify the Tenant of the Tenant's right to relocation assistance or Rent waiver, and all other rights pursuant to this Section.

(e) **Just Cause or No Fault Termination.** When terminating a Tenancy either for just cause or no-fault, a Landlord must comply with all of the following:

(1) The Landlord must serve a written notice in accordance with Civil Code sections 1946 through 1946.5, to the Tenant that states that, in addition to any information required by federal or State law, the Landlord will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason as provided in this section;

(2) The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Covered Rental Unit beyond the term of the terminated Tenancy in compliance with Civil Code sections 1945 through 1946.5;

(3) The Landlord qualifies the termination as at-fault or no-fault just cause, as specified in this section;

(4) The Landlord has submitted to the City, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant, through the City's Rental Registry. The Landlord shall maintain proof of service to the City as evidence that the Landlord has complied with this section; and

(5) The Landlord must provide the notice in the language that the Owner and Tenant used to negotiate the terms of the tenancy, in addition to English.

(f) **Buyout Offers and Notices.** A Landlord must inform a Tenant of certain rights before offering any form of compensation in exchange for a Tenant's agreement to voluntarily vacate a Covered Rental Unit. The information must be given in writing to each Tenant in a unit with respect to which buyout offer is made, on a City approved form. The Landlord must retain a copy of the form along with a record of when it was given to the Tenant for at least five (5) years after it is signed. The disclosures should include:

- (1) The right to refuse the offer;
- (2) The right for the Tenant to consult a lawyer;
- (3) A 30-day right for the Tenant to rescind its acceptance of the Landlord's buyout offer;
- (4) A statement that the Tenant may visit the Department to compare its offer to other buyout offers in the Tenant's neighborhood and other relevant information;
- (5) The form must include a place for the Landlord to sign, together with a date of the Landlord's signature, verifying that the required notice was provided to the Tenant, a place for the Tenant to sign, verifying that he or she received the notice;
- (6) The form must include the amount of relocation fees required under paragraph (d) of Section 8-21.7; and
- (7) Any other information deemed necessary by the Director.

(g) Anti-Retaliation.

- (1) Prohibition Against Retaliation. No landlord shall retaliate against a Tenant by raising Rent, reducing services, failing to perform necessary repairs, threatening eviction, or initiating eviction proceedings because the Tenant has exercised their legal rights under this Chapter, including, but not limited to:
 - (i) Reporting habitability concerns or violations to local authorities;
 - (ii) Joining or organizing tenant associations;
 - (iii) Participating in rent stabilization program;
 - (iv) Requesting repairs or maintenance;
 - (v) Filing complaints about rent increases or unsafe conditions; or
 - (vi) Exercising any other rights protected under local, state or federal law.
- (2) Presumption of Retaliation. If a landlord takes any adverse action such as rent increases, eviction threats, or reductions in services, within 180 days of a tenant engaging in a protected activity, it shall

be presumed that the landlord's actions are retaliatory. The landlord may rebut this presumption by providing clear and convincing evidence of a legitimate, non-retaliatory reason for the action.

(3) Remedies for Retaliation. Tenants who are victims of retaliation are entitled to:

- (i) Reinstatement of rental terms prior to the retaliation action (e.g., reversal of rent increase or restoration of services);
- (ii) Damages, including, but not limited to, emotional distress and relocation expenses, where applicable;
- (iii) Civil penalties to deter further retaliatory actions; and
- (iv) Attorneys' fees and court costs, if successful in proving retaliation.

§ 8-21.8 Tenant Petition for Rent Adjustments.

- (a) Petition Process. Tenants in a covered rental unit may file a petition on a city approved form with the Community Development Department if they believe a rent increase is not in compliance with this Chapter, is unjustified or if housing services have been reduced (e.g., decreased maintenance, utilities not provided).
- (b) Tenant's Burden of Proof. Tenants must provide evidence that the rent increase violates the ordinance or that services have been reduced.

§ 8-21.9 Rental Unit Registration.

- (a) Rental Registry Required. No Landlord shall demand or accept rent for a Covered Rental Unit without first registering the Covered Rental Unit and serving on the Tenant or displaying in a conspicuous place, proof of registration. All rental units, exempt of non-exempt must be registered. Any and all action taken on a rental unit that is not registered will be null and void until the covered rental unit is registered as required.
- (b) Registration Process.
 - (1) Within 60 days after the effective date of this Chapter for the initial registration, and on or before December 30th of each subsequent year, a landlord must register with the Department each Rental Unit that is rented or available for rent for a term exceeding 30 consecutive days by filing a rental registration in a form approved by the City. The Landlord shall provide the Rent amount and Tenancy information for every Rental Unit on the rental registration form.

Registration is complete only when any and all fees under this Chapter have been paid and all of the following information is provided: ownership information; property information; year built; certificate of occupancy date or the date the final permit was issued by the City; the number of total Rental Units in the rental property; the number of bedrooms and bathrooms for each Rental Unit; Tenant information, including names and move-in dates; the amount of rent in effect at the time of registration and the date and amount of the last rent increase; and description of the housing services.

- (2) After the initial Rental Unit registration, the Landlord shall:
 - (i) Update the rental registration annually and submit requisite registration fee as determined and established by the City;
 - (ii) Update the rental registration within 30 days of the start of a new tenancy; and
 - (iii) Update the rental registration if there is any subsequent change in the tenancy or ownership (i.e., change in ownership or management or change in owner's or manager's contact information).
 - (iv) It is the responsibility of the Landlord, Property Owner, and Seller to register the Rental Unit before the sale, and to update the rental registry with the new property owner information after the sale, in addition to disclosing the Rental Ordinance Requirements to the new seller before the sale is finalized.
- (3) A Landlord of a Rental Unit which is not registered with the City because of a claim of exemption, shall provide the City, on a form approved by the City and accompanied by supporting documentation, a written declaration stating the facts upon which the Landlord bases a claim of exemption from this Chapter. If a Landlord fails to submit a written declaration and supporting documents by December 30, 2024, and December 30 of each year thereafter, the Rental Unit shall be deemed to be subject to the provisions of this Section. If a Landlord declares that the Rental Unit is not subject to the registration requirements of this Section because the Rental Unit is vacant, the Landlord shall provide a certification to the Department declaring that the Rental Unit is and shall remain vacant, and the Rental Unit shall be secured against unauthorized entry.
- (4) For every Rental Unit for which a Landlord is required to register pursuant to this Section, the Landlord shall post a notice in form provided by the City, providing information about this Chapter and the Department's contact information. Notices must be posted in a

conspicuous location in the common area, at the entry or entries to the building(s) or units, or other similar location(s) as necessary to provide Tenants a reasonable opportunity to view the notice. If there is no common area or similar location, this requirement may be satisfied by mailing the notice to each Tenant of the building, by certified mail, return receipt requested. The notice shall be written in English and Spanish, and in any other languages as required by the City.

- (5) Failure to Register. Landlords who fail to register their units may not enforce rent increases or evictions.

§ 8-21.10 Enforcement and Compliance.

- (a) Penalties for Non-Compliance.
 - (1) Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter may be liable for a civil penalty not to exceed \$1,000 for each violation.
 - (2) Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor and punished by a fine of not more than \$1,000, or by imprisonment in the county jail for a period of not more than six months, or by both.
 - (3) Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.
- (b) Rent Increases Ineffective: Any rent increase imposed without following the proper registration or notice procedures is considered void.
- (c) Appeals Process: Tenants or landlords may appeal decisions made under this Chapter to a hearing officer within 30 days.
- (d) The above remedies are not exclusive and do not preclude the city or any tenant from seeking other remedies or penalties provided by applicable law.

§ 8-21.11 Administrative Review and Appeals.

- (a) Administrative Review. The Director's decision on a rent adjustment application, tenant petition for adjustment or a pass-through cost recovery application will be issued in a notice of decision.

- (1) The Director shall review and evaluate applications pursuant to this Chapter and issue a notice of decision in accordance with adopted procedures and regulations.
- (2) The Director may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.
- (3) The Director's decision may be appealed to a hearing officer in accordance with the following procedures as set forth herein.

(b) Appeals Process. Parties may file an appeal and request a hearing with the City Clerk no later than 30 calendar days after the Director issues a notice of decision. Appeals will be heard by a hearing officer. If the filing deadline falls on a weekend, holiday, or other day when city hall is officially closed, the filing deadline will extend to the following city hall business day.

(c) Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than 15 days and no later than 60 days after receipt of the request for appeal and proof of service, unless the hearing officer determines that good cause exists for an extension of time. Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing. Within five calendar days of receipt of the notice of hearing, the appealing party shall deliver a copy of the notice to each affected tenant or landlord, as applicable, via personal service or certified mail return receipt requested.

(d) Public Hearing. Appeals are conducted in a public hearing, and both parties may present evidence. At the hearing, the hearing officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the department, and any other interested party. The hearing officer may continue the hearing and request additional information from the landlord or tenant before issuing a written decision.

(e) Application and Materials. At an appeal hearing, the hearing officer shall consider only the administrative record that was the subject of the department's final decision.

(f) Hearing Continuance. The hearing officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause. The request must be made in writing and be received by the hearing officer at least 5 business days prior to the hearing date. If the Landlord is requesting an extension, the Landlord must personally deliver a copy of the request to the affected Tenant(s). If a Tenant is the party requesting an extension, the Tenant must personally deliver a copy of the request to the Landlord or Landlord's agent. In no event shall the continuance be longer than 15 calendar days from the originally scheduled hearing date.

- (g) Decision and Notice. After the hearing, the hearing officer shall affirm, modify or reverse the decision and specify the reasons for its decision or refer the matter back to the Department for further review.
 - (1) Decisions shall be rendered within 30 days of the close of the hearing.
 - (2) The hearing officer shall mail the hearing officer's decision to the affected parties within 10 days after it is rendered.
 - (3) The decision of the hearing officer shall be final and not subject to further appeal.
- (h) Final Decision. The decision of the hearing officer shall be final and not subject to further appeal.
- (i) Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a Director's decision under this Chapter, may seek judicial review in the court pursuant to Government Code section 53069.4 and/or Code of Civil Procedure sections 1094.5 and 1094.6.
- (j) Hearing Officer. The City Manager shall establish procedures for the selection of a Hearing Officer. Hearing Officers shall be selected in a manner that avoids the potential for pecuniary or other bias. In no event shall the Hearing Officer be the Director. The compensation, if any, of the Hearing Officer shall be paid by the City. Compensation shall not be directly or indirectly conditioned upon whether or not decisions of the City are upheld by the Hearing Officer.

§ 8-21.12 Administrative Citations.

- (a) Any Landlord or Tenant who violates any provisions of this Chapter, or Department's procedures and guidelines, may be subject to an administrative citation and fine as provided for in Chapter 5 of Title 1 of the municipal code.

§ 8-21.13 Additional remedies.

- (a) Tenant Legal Rights: Tenants may bring a civil lawsuit against Landlords for violations of this ordinance. Remedies may include injunctive relief, damages, and attorneys' fees.
- (b) Eviction Defense: A Tenant may use a Landlord's failure to comply with the ordinance as a defense to eviction.

§ 8-21.14 Notices to tenants.

- (a) Landlords must provide to each tenant, prior to, or at the time of agreeing to
The Department shall publish a form notice of tenant rights in English and any other frequently spoken languages.
- (b) Landlords must provide the form notice in the following circumstances:
 - (1) When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement.
 - (2) When renewing a rental agreement.

§ 8.21.15 Implementation and Rulemaking.

- (a) The City Manager and City Attorney shall take all necessary steps to implement this ordinance, including the creation of forms, public information, and administrative procedures.

SECTION 2. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 3. This ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 4. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be published or posted as prescribed by law.

APPROVED AND ADOPTED THIS ____ DAY OF NOVEMBER 2025.

Arturo Flores, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

Andrew Sarega, Acting City Attorney

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, CITY OF HUNTINGTON
PARK

I, Eduardo Sarmiento, City Clerk of the City of Huntington Park, County of Los Angeles, State of California, hereby certify that the foregoing Ordinance No. 2025-14 was introduced at a Special Meeting of the City Council of the City of Huntington Park on the 12th day of November 2025 and was adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the City Clerk at the Regular City Council Meeting held on the 25th day of November 2025 and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Huntington Park, does hereby attest and certify that the foregoing Ordinance is a true, full and correct copy of an ordinance duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Dated: _____

Eduardo Sarmiento, City Clerk

ORDINANCES AND RESOLUTIONS

ITEM 1



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 12, 2025

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

Honorable Mayor and Members of the City Council:

ADOPTION OF A RESOLUTION APPROVING FINAL TRACT MAP NO. 84285 FOR PROPERTY LOCATED AT 7040 NEWELL STREET.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution approving Final Tract Map No. 84285 for the creation of one (1) lot for condominium purposes on property located at 7040 Newell Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At a regular meeting held on October 15, 2025, the City of Huntington Park Planning Commission approved a request by Salvador Polina / SP Homes Company LLC / 6166004023 Willowbrook LLC for *PC Resolution No. 2025-03 (V) Variance, Case No. 2025-05 (DP) Development Permit, and Case No. 2025-01 (TTM) Tentative Tract Map* for the construction of four (4) detached, condominium dwelling units and a Tentative Tract Map (TTM) for condominium purposes at 7040 Newell Street within the High Density Residential (R-H) Zone. As part of the Planning Commission's approval of the project, the Applicant was required to sign and abide by the Conditions of Approval as stipulated in *PC Resolution No. 2025-03 (V) Variance, Case No. 2025-05 (DP) Development Permit, and Case No. 2025-01 (TTM) Tentative Tract Map*, and file a Tentative Tract Map for condominium purposes for the creation of one (1) lot with four (4) condominium dwelling units, whereby the owners of the units of air space will hold an undivided one-fourth (1/4) interest in the common areas managed by a homeowner's association that will, in turn, provide the necessary access and utility easements for the units associated with the development. As such, the Applicant, is now requesting City Council approval for Final Tract Map No. 84285 to create one (1) lot with four (4) condominium dwelling units of airspace with common areas managed by a homeowner's association.

FISCAL IMPACT/FINANCING

The Applicant has paid all applicable application and notification fees. Approval of the proposed resolution will not have an impact on the City's General Fund.

**RESOLUTION APPROVING FINAL TRACT MAP NO. 84285 FOR PROPERTY
LOCATED AT 7040 NEWELL STREET**

November 12, 2025

Page 2 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council.

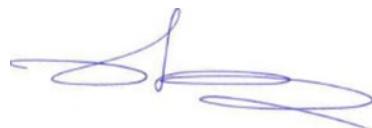
The four (4) detached, condominiums required the creation of one (1) lot to allow for the development of the residential condominium dwelling units with common areas managed by a homeowner's association. The creation of the land will comprise of four (4) separate interests in a condominium unit, together with an undivided one-fourth (1/4) interest as tenants-in-common in the common areas managed by a homeowner's association, and all easements appurtenant thereto. Approval of the Final Tract Map is necessary to finalize permits for the construction already in progress. By approving the Final Map, all Conditions of Approval will be in compliance as stipulated in the Conditions of Approval set forth in the previously approved *PC Resolution No. 2025-03 (V) Variance, Case No. 2025-05 (DP) Development Permit, and Case No. 2025-01 (TTM) Tentative Tract Map* for the project. As proposed, the Final Tract Map complies with the City's zoning regulations and is consistent with the General Plan. In addition, the City's Engineering Division and Building & Safety Division have reviewed and cleared the Final Map for consistency with the California Subdivision Map Act. If approved by the City Council, the next step will be to record the Final Tract Map with the County of Los Angeles.

CONCLUSION

Community Development Department Staff recommends that the City Council adopt the proposed resolution approving Final Tract Map No. 84285 for the creation of one (1) lot for condominium purposes on property located at 7040 Newell Street.

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

Respectfully submitted,



RICARDO REYES
City Manager



LOUIS MORALES, Director
Community Development Department

**RESOLUTION APPROVING FINAL TRACT MAP NO. 84285 FOR PROPERTY
LOCATED AT 7040 NEWELL STREET**

November 12, 2025

Page 3 of 3

ATTACHMENT(S):

1. City Council Resolution
2. *Planning Commission Resolution No. 2025-03 (V) Variance, Case No. 2025-05 (DP) Development Permit, and Case No. 2025-01 (TTM) Tentative Tract Map*
3. Final Tract Map No. 84285

1
2 **ATTACHMENT "1"**
3

4 **RESOLUTION NO. _____**
5

6 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
7 **APPROVING FINAL TRACT MAP NO. 84285 FOR PROPERTY LOCATED AT 7040**
8 **NEWELL STREET.**

9 **WHEREAS**, the City Land Surveyor and City Engineer have reviewed Final Tract Map
10 No. 84285 and have found it to be both accurate and substantially in conformance with the
11 California Subdivision Map Act and the Huntington Park Municipal Code; and

12 **WHEREAS**, the Applicant, Salvador Polina / SP Homes Company LLC / 6166004023
13 Willowbrook LLC, acquired the subject site for the purposes of developing four (4) detached,
14 condominium dwelling units, whereby the owners of the units of air space will hold an
15 undivided one-fourth (1/4) interest in the common areas managed by a homeowner's
16 association that will, in turn, provide the necessary access and utility easements for the units;
17 and

18 **WHEREAS**, pursuant to California Subdivision Map Act and Huntington Park
19 Municipal Code (HPCM) Sections 10-3.104 and 10-5.107, all final maps shall be approved by
20 the City Council; and

21 **WHEREAS**, Final Tract Map No. 84285 was presented to City Council for review and
22 approval on November 12, 2025.

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

25 **SECTION 1:** The City Council hereby finds that Final Tract Map No. 84285 meets all
26 the requirements of the Huntington Park Municipal Code and California Subdivision Map Act.

27 **SECTION 2:** The City Council further finds that Final Tract Map No. 84285 is
28 consistent with the Huntington Park General Plan.

29 **SECTION 3:** The City Council hereby approves and adopts Final Tract Map No.

1 84285 and does order said map to be filed with the Los Angeles County Recorder's Office.
2

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

5 **PASSED, APPROVED, AND ADOPTED** by the City of Huntington Park this 12th day of
6 November, 2025.
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Arturo Flores, Mayor
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11 ATTEST:
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15 Eduardo Sarmiento, City Clerk
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ATTACHMENT "2"

1 **PC RESOLUTION NO. 2025-03 (V) VARIANCE, CASE NO. 2025-05 (DP)**
2 **DEVELOPMENT PERMIT, CASE NO. 2025-01 (TTM) TENTATIVE TRACT MAP**

3 **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON**
4 **PARK, STATE OF CALIFORNIA, APPROVING A VARIANCE TO DEVIATE FROM THE**
5 **MINIMUM PARCEL DIMENSIONS AND PARCEL SIZE, OFF-STREET PARKING**
6 **REQUIREMENTS, AND COMMON OPEN SPACE REQUIREMENT PURSUANT TO**
7 **TITLE 9 OF THE HUNTINGTON PARK MUNICIPAL CODE, A DEVELOPMENT**
8 **PERMIT TO CONSTRUCT FOUR (4) TWO-STORY DETACHED CONDOMINIUM**
9 **DWELLING UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL**
 HOLD AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN THE COMMON AREAS
 THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY
 EASEMENTS FOR THE UNITS, AND A TENTATIVE TRACT MAP FOR
 CONDOMINIUM PURPOSES LOCATED AT 7040 NEWELL STREET WITHIN THE
 HIGH DENSITY RESIDENTIAL (R-H) ZONE.

10 **WHEREAS**, a public hearing was held at City Hall, 6550 Miles Avenue, Huntington
11 Park, California on Wednesday, October 15, 2025 at 6:30 p.m. pursuant to the notice
12 published and posted as required by law in accordance with the provisions of the
13 Huntington Park Municipal Code, upon an application from Salvador Polina, SP Homes
14 Company, LLC requesting approval of a Variance to deviate from the minimum parcel
15 dimensions and parcel size identified in HPMC Sec.9-4.103, a Variance to deviate from
16 the required number of off-street parking spaces required by HPMC Sec. 9-3.804 and a
17 Variance from providing common open space required by HPMC Sec. 9-4.103; a
18 Development Permit for the construction four (4) detached two-story condominium
19 dwelling units and a Tentative Tract Map for condominium purposes for the property
20 located at 7040 Newell Street within the High Density Residential (R-H) zone described
21 as:

22 Assessor's Parcel No. 6324-033-004, City of Huntington Park, County of Los
23 Angeles; and

24 **WHEREAS**, said application involves a request for a Variance to deviate from the
25 minimum parcel dimensions and parcel size required for the High Density Residential (R-H)
26 Zone identified in HPMC Sec. 9-4.103, deviate from the number of required off-street
27 parking spaces pursuant to HPMC Sec. 9-3.804 and a Variance from providing any common
28 open space required by HPMC 9-4.103; and

1 **WHEREAS**, said application involves a request for a Development Permit to
2 construct four (4) detached two-story condominium dwelling units; and

3 **WHEREAS**, said application involves a request for a Tentative Tract Map for
4 condominium purposes; and

5 **WHEREAS**, Planning Division Staff has reviewed the requests and has found that all
6 of the findings for approval of a Variance, Development Permit and Tentative Tract Map
7 can be made as required by the Municipal Code; and

8 **WHEREAS**, the City of Huntington Park has determined that the project is exempt
9 from CEQA pursuant to Section 15332, Class 32 (In-Fill Development) of the CEQA
10 Guidelines, the proposed project consisting of a Variance, Development Permit and
11 Tentative Tract Map are categorically exempt from the requirements of CEQA. Section
12 15332, Class 32 exempts those projects which: (1) are consistent with the applicable
13 general plan designation and all applicable general plan policies (as well as with applicable
14 zoning designation and regulations); (2) occur within city limits on a project site of no more
15 than five acres substantially surrounded by urban uses; (3) have no value as a habitat for
16 endangered, rare or threatened species; (4) would not result in any significant effects
17 relating to traffic, noise, air quality, or water quality; and (5) have a project site that can be
18 adequately served by all required utilities and public services. The project complies with the
19 applicable General Plan and zoning designations and is fully served by all required utilities.
20 The site also has no value for a sensitive or endangered habitat. As there is no substantial
21 evidence that the project may have a significant effect on the environment; and

22 **WHEREAS**, all persons appearing for or against the approval of the Variance,
23 Development Permit and Tentative Tract Map were given the opportunity to be heard in
24 connection with said matter; and

25 **WHEREAS**, all written comments received prior to the hearing, and responses to
26 such comments, were reviewed by the Planning Commission; and

27 **WHEREAS**, the Planning Commission is required to announce its findings and
28 recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF
HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS
FOLLOWS:

SECTION 1: Based on the evidence within staff report and the Environmental Assessment Questionnaire, the Planning Commission adopts the findings in said Questionnaire and determines that the project, as proposed, will have no significant adverse effect on the environment and adopts an Environmental Categorical Exemption (CEQA Guidelines, Article 19, Section 15332, Class 32 In-Fill Development Projects).

SECTION 2: The Planning Commission hereby makes the following findings in connection with the proposed Variance:

1. That there are special circumstances applicable to the property, including location, shape, size, surroundings or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification.

Special circumstances are applicable to the subject site in that the subject site consists of an established lot recorded in 1914. Furthermore, the surrounding area is fully developed with existing residential uses. As a result, a Variance is required in order to facilitate development of the subject site.

The dimensions of the subject site (± 50.08 feet in width and ± 199.91 feet in length) along with the square footage of the lot (9,995 square feet) is a special circumstance to the property that strict application of the HPMC (Title 9) provisions for development standards, off-street parking requirements and common open space requirements denies the property owner privileges enjoyed by other property owners in the vicinity and under the identical zoning district.

Thus, the size of the lot, the dimensions of the lot, and intended use of the subject site, relative to other residential parcels in the same vicinity, is a

1 ***special circumstance that the strict application of Title 9 of the HPMC denies***
2 ***the property owner privileges enjoyed by other property owners in the***
3 ***vicinity and under identical zoning districts.***

4 2. That granting the Variance is necessary for the preservation and enjoyment of a
5 substantial property right possessed by other property in the same vicinity and
6 zoning district and unavailable to the property for which the Variance is sought.

7 ***As previously stated, the existing dimensions of the lot and intended use of***
8 ***the subject site are special circumstances that require a Variance to be***
9 ***granted in order for the property owner to enjoy the same property rights***
10 ***possessed by other properties in the same vicinity and zoning district.***

11 3. That granting the Variance will not be detrimental to the public health, safety or
12 welfare, or injurious to the property or improvements in the vicinity and zoning
13 district in which the property is located.

14 ***The proposed residential development of the project site and approval of***
15 ***the Variance would be subject to all applicable Building and Fire Codes,***
16 ***Public Works, and Police Department regulations and conditions of***
17 ***approval intended to protect the public health, safety, and general welfare of***
18 ***the community.***

19 ***Therefore, the granting of the Variance will not be detrimental to the public***
20 ***health, safety, or welfare, or injurious to the property or improvements in***
21 ***the vicinity and zoning district in which the property is located.***

22 4. That granting the Variance does not constitute a special privilege inconsistent with
23 the limitations upon other property in the vicinity and zoning district in which the
24 property is located.

25 ***The granting of the Variance does not constitute a special privilege as the***
26 ***intended use of the subject site complies with the zoning regulations of the***
27 ***High-Density Residential Zone and the General Plan designation of High***
28 ***Density Residential. The intended use is compatible with neighboring uses***

and the proposed number of dwelling units complies with the allowable density in the High Density Residential (R-H) Zone of twenty dwelling units/acre.

5. That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.

The proposed use/ activity of Condominium Dwellings is a use permitted with the approval of a Development Permit in the High-Density Residential (R-H) Zone pursuant to HPMC Sec. 9-4.102 Table IV-1.

6. That granting the Variance will not be inconsistent with the General Plan.

The granting of the Variance is consistent and complies with the General Plan designation of High Density Residential. Granting of the Variance is consistent with Goal 2.0 of the General Plan "Accommodate new development that is compatible with and complements existing land uses".

The proposed project is consistent and complements existing residential development in the surrounding neighborhood.

SECTION 3: The Planning Commission hereby makes the following findings in connection with the proposed Development Permit:

The proposed development of Condominium Dwelling units is permitted by right in the High Density Residential (R-H) Zoning District. Pursuant to HPMC Sec. 9-2.1004 the review authority for the construction of two or more residential dwelling units is the Planning Commission. The proposed project complies with the allowable density in the High Density Residential (R-H) Zone of 20 units per acre.

2. The proposed development is consistent with the General Plan.

The proposed development is consistent with the following goals of the

General Plan:

Goal 2: "Accommodate new development that is compatible with and complements existing land uses."

The proposed development is compatible with and complements existing residential development in the neighboring area. The surrounding area is comprised of existing residential lots with more than one dwelling unit.

Goal 3: "Provide for the revitalization of deteriorating land uses and properties."

The subject site is currently a vacant lot with overgrown vegetation that is blighting the residential neighborhood. The approval of a development permit to construct four detached condominium dwelling units will revitalize the subject site and provide a compatible and complimentary use.

3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property.

The proposed development of four detached condominium dwelling units is harmonious and compatible use with the existing neighboring residential development. The design of the condominium dwelling units will incorporate a Spanish style design. The neighboring area is fully developed and consists of lots with multiple dwelling units.

4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.

The approval of the Development Permit is in compliance with the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332, Class 32 (In-Fill Development) of the CEQA Guidelines, the proposed project consisting of a Variance, Development Permit and Tentative Tract Map are categorically exempt from the requirements of

1 **CEQA. Section 15332, Class 32 exempts those projects which: (1) are**
2 **consistent with the applicable general plan designation and all applicable**
3 **general plan policies (as well as with applicable zoning designation and**
4 **regulations); (2) occur within city limits on a project site of no more than**
5 **five acres substantially surrounded by urban uses; (3) have no value as a**
6 **habitat for endangered, rare or threatened species; (4) would not result in**
7 **any significant effects relating to traffic, noise, air quality, or water quality;**
8 **and (5) have a project site that can be adequately served by all required**
9 **utilities and public services.**

10 **The project complies with the applicable General Plan and zoning**
11 **designations and is fully served by all required utilities. The site also has no**
12 **value for a sensitive or endangered habitat. As there is no substantial**
13 **evidence that the project may have a significant effect on the environment,**
14 **Planning Commission may find the project is in compliance with the CEQA**
15 **exemption.**

16 5. The subject site is physically suitable for the type and density/intensity of use
17 being proposed.

18 **The subject site located in the R-H Zoning District measuring approximately**
19 **9,995 square feet yields an allowable density of four condominium dwelling**
20 **units. The project is proposing a total of four detached condominium**
21 **dwelling units which complies with the allowable density of the High**
22 **Density Residential (R-H) Zone. Furthermore, the proposed use of**
23 **condominium dwellings is a use permitted with the approval of a**
24 **Development Permit in the High Density Residential (R-H) Zone.**

25 6. There are adequate provisions for public access, water, sanitation and public
26 utilities and services to ensure that the proposed development would not be
27 detrimental to public health, safety and general welfare.

28 **As part of the development new connections to existing utilities (e.g., water,**

electricity, sewage) will be created to allow connection to the proposed project consisting of four detached condominium dwelling units. The surrounding area is completely developed with public access, water, sanitation and public utilities and services. The new development will not impede access to water, sanitation, or other public utilities and services. It is expected that the proposed development will not be detrimental to public health, safety and general welfare and will be required to comply with all California Building Code requirements and Fire Department requirements.

7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.

The proposed project incorporates a Spanish style design featuring earth-toned colors, terracotta roof tile, decorative window trim, and wood shutters around the exterior of the windows.

The proposed project has been reviewed by various departments (i.e., Building and Safety, Public Works, LA County Fire, Huntington Park Police Department) and conditions of approval have been included to ensure that the project does not create any issues of concern that would be detrimental to the public health, safety, or welfare of the City.

SECTION 4: The Planning Commission hereby makes the following findings in connection with the proposed four (4) detached two-story condominium dwelling units:

1. The proposed use is permitted or conditionally permitted within, and would not impair the integrity and character of the subject zoning district and complies with all of the applicable provisions of this Code.

The proposed development of condominium dwelling units is permitted with the approval of a Development Permit in the High Density Residential (R-H) Zoning District. Pursuant to HPMC Sec. 9-2.1004 the review authority for the construction of two or more residential dwelling units is the Planning

Commission. The proposed project complies with the allowable density in the High Density Residential (R-H) Zone of 20 units per acre.

2. The proposed use is consistent with the General Plan.

The proposed development is consistent with the following goals of the General Plan:

Goal 2: "Accommodate new development that is compatible with and complements existing land uses."

The proposed development is compatible with and complements existing residential development in the neighboring area. The surrounding area is comprised of existing residential lots with more than one dwelling unit.

Goal 3: "Provide for the revitalization of deteriorating land uses and properties."

The subject site is currently a vacant lot with overgrown vegetation that is blighting the residential neighborhood. The approval of a development permit to construct four detached condominium dwelling units will revitalize the subject site and provide a compatible and complimentary use.

3. The approval of the Development Permit or Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.

The approval of the Development Permit is in compliance with the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332, Class 32 (In-Fill Development) of the CEQA Guidelines, the proposed project consisting of a Variance, Development Permit and Tentative Tract Map are categorically exempt from the requirements of CEQA. Section 15332, Class 32 exempts those projects which: (1) are consistent with the applicable general plan designation and all applicable general plan policies (as well as with applicable zoning designation and regulations); (2) occur within city limits on a project site of no more than

1 *five acres substantially surrounded by urban uses; (3) have no value as a*
2 *habitat for endangered, rare or threatened species; (4) would not result in*
3 *any significant effects relating to traffic, noise, air quality, or water quality;*
4 *and (5) have a project site that can be adequately served by all required*
5 *utilities and public services.*

6 *The project complies with the applicable General Plan and zoning*
7 *designations and is fully served by all required utilities. The site also has no*
8 *value for a sensitive or endangered habitat. As there is no substantial*
9 *evidence that the project may have a significant effect on the environment,*
10 *Planning Commission may find the project is in compliance with the CEQA*
11 *exemption.*

12 4. The design, location, size and operating characteristics of the proposed use are
13 compatible with the existing and planned future land uses within the general area
14 in which the proposed use is to be located and will not create significant noise,
15 traffic or other conditions or situations that may be objectionable or detrimental to
16 other permitted uses operating nearby or adverse to the public interest, health,
17 safety, convenience or welfare of the City.

18 *The proposed project incorporates a Spanish style design featuring earth*
19 *toned colors, terracotta roof tile, decorative window trim, and wood shutters*
20 *around the exterior of the windows.*

21 *The proposed project has been reviewed by various departments (i.e.,*
22 *Building and Safety, Public Works, LA County Fire, Huntington Park Police*
23 *Department) and conditions of approval have been included to ensure that*
24 *the project does not create any issues of concern that would be detrimental*
25 *to the public health, safety, or welfare of the City.*

26 *Furthermore, the proposed use of condominium dwellings is a use*
27 *permitted with the approval of a Development Permit in the High Density*
28 *Residential (R-H) Zone.*

5. The subject site is physically suitable for the type and density/intensity of use being proposed.

The subject site located in the R-H Zoning District measuring approximately 9,995 square feet yields an allowable density of four residential dwelling units. The project is proposing a total of four detached condominium dwelling units which complies with the allowable density of the High Density Residential (R-H) Zone. Furthermore, the proposed use of condominium dwellings is a use permitted with the approval of a Development Permit in the High Density Residential (R-H) Zone.

6. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

As part of the development new connections to existing utilities (e.g., water, electricity, sewage) will be created to allow connection to the proposed project consisting of four detached condominium dwelling units. The surrounding area is completely developed with public access, water, sanitation and public utilities and services. The new development will not impede access to water, sanitation, or other public utilities and services. It is expected that the proposed development will not be detrimental to public health, safety and general welfare and will be required to comply with all California Building Code requirements and Fire Department requirements.

SECTION 5: The Planning Commission hereby makes the following findings in connection with the proposed Tentative Tract Map:

1. The Tentative Tract Map applied for is authorized by the provisions of Chapter 4, Title 10 of the Huntington Park Municipal Code.

Pursuant to HPMC Sec. 10-3.101 a tentative and final tract map is required for all divisions of land when resulting in four (4) or less parcels.

1 ***The proposed Tentative Tract Map has been prepared by a licensed land***
2 ***surveyor. The Tentative Tract Map has been reviewed for compliance with***
3 ***Title 10 of the HPMC. Additionally, the proposed Tentative Tract Map***
4 ***complies with the requirements set forth in the California Subdivision Map***
5 ***Act.***

6 2. That the approval of such Tentative Tract Map will not adversely affect the Master
7 or General Plan of this City.

8 ***The proposed project is consistent with and will not adversely affect the***
9 ***General Plan. The proposed project complies with the Goals and Policies of***
10 ***the General Plan, by developing affordable housing within an existing vacant***
11 ***lot. Furthermore, the proposed project complies with the following goals of***
12 ***the General Plan:***

13 ***Goal 2: "Accommodate new development that is compatible with and***
14 ***complements existing land uses."***

15 ***The proposed development is compatible with and complements existing***
16 ***residential development in the neighboring area. The surrounding area is***
17 ***comprised of existing residential lots with more than one dwelling unit.***

18 ***Goal 3: "Provide for the revitalization of deteriorating land uses and***
19 ***properties."***

20 ***The subject site is currently a vacant lot with overgrown vegetation that is***
21 ***blighting the residential neighborhood. The approval of a development***
22 ***permit to construct four detached condominium dwelling units will revitalize***
23 ***the subject site and provide a compatible and complimentary use.***

24 3. The Tentative Tract Map will create a parcel that will be more harmonious and
25 compatible in size with existing and planned future developments within the zoning
26 district and general area.

27 ***The Tentative Tract Map is for condominium purposes and will create one***
28 ***total parcel. The parcel will be maintained through the Homeowners***

Association. The proposed project will be compatible with existing residential development in the surrounding neighborhood.

SECTION 6: The Planning Commission hereby approves Resolution 2025-03 (V)

Variance, 2025-05 (DP) Development Permit, 2025-01 (TTM) Tentative Tract Map, for the property located at 7040 Newell Street within the High Density Residential (R-H) Zone subject to the execution and fulfillment of the following conditions:

PLANNING DIVISION

1. That the applicant/property owner and each successor in interest to the property which is the subject of this project shall defend, indemnify and hold harmless the City of Huntington Park and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, City Council, or Planning Commission.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. The proposed project shall comply with all applicable federal, state and local agency codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Zoning, and Business License Regulations of the City of Huntington Park.
4. The property be developed and maintained in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in Section 9-3.103.18 and Title 8, Chapter 9 of the Huntington Park Municipal Code.
5. All proposed on-site utilities, including electrical and equipment wiring, shall be installed underground and/or routed along the ground floor and shall be completely concealed from public view as required by the City prior to authorization to operate.
6. That any existing and/or future graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period.
7. That the Applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The Applicants shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.
8. That this entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.

- 1 9. That the violation of any of the conditions of this entitlement may result in a citation(s)
2 and/or the revocation of the entitlement.
- 3 10. That this entitlement may be subject to additional conditions after its original
4 issuance, upon a duly noticed public hearing item. Such conditions shall be imposed
5 by the City Planning Commission as deemed appropriate to address problems of land
use compatibility, operations, aesthetics, security, noise, safety, crime control, or to
promote the general welfare of the City.
- 6 11. The applicant shall provide publicly visible art or pay art fees in accordance with the
7 HPMC Title 9, Chapter 3, Article 17, prior to the issuance of the Certificate of
Occupancy.
- 8 12. The applicant shall pay parkland fees pursuant to Resolution No. 2007-12.
- 9 13. Any proposed mechanical equipment and appurtenances, including satellite dishes,
10 gutters, etc., whether located on the rooftop, ground level or anywhere on the
11 property shall be completely shielded/enclosed so as not to be visible from any public
12 street and/or adjacent properties. Such shielding/enclosure of facilities shall be of
13 compatible design related to the building structure for which such facilities are
intended to serve and shall be installed prior to final building inspection.
- 14 14. The applicant shall be subject to any fees and requirements from the California
15 Department of Fish and Wildlife, as stated in the CEQA Environmental Document
Filing fee schedule.
- 16 15. This entitlement shall expire in the event it is not exercised within one (1) year from
17 the date of approval, unless an extension has been granted by the Planning
Commission.
- 18 16. If the use ceases to operate for a period of six (6) months, the entitlement shall be
19 null and void.
- 20 17. That the Applicant shall comply with all applicable property development standards
21 including, but not limited to, outdoor storage, fumes and vapors, property
maintenance, and noise.
- 22 18. The Director of Community Development is authorized to make minor modifications
23 to the approved preliminary plans or any of the conditions if such modifications shall
24 achieve substantially the same results, as would strict compliance with said plans and
conditions.
- 25 19. All on-site lighting shall be energy efficient, stationary, and directed away from
26 adjoining properties and public rights-of-way.
- 27 20. All landscaping shall be installed and permanently maintained in compliance with
28 HPMC Title 9, Chapter 3, Article 4 (Landscaping Standards);

- 1 21. Wheel stops are required to be installed for all guest parking spaces on-site.
- 2 22. Pursuant to HPMC Sec. 9-4.102 laundry facilities shall be located within the footprint
3 of a dwelling unit and may not be located within the garage.
- 4 23. Garages shall maintain interior clearance of 20 feet by 20 feet, in compliance with
5 HPMC Sec.9-3.809.
- 6 24. The location and number of off-street parking spaces shall remain in perpetuity as
7 developed and approved by the Planning Commission and shall not be developed or
8 modified for other uses (e.g., housing, storage).
- 9 25. The applicant is required to provide private outdoor open space for each dwelling unit
10 in accordance with Title 9, Chapter 4, Article 1. The private outdoor open space shall
11 remain in perpetuity as developed and approved by the Planning Commission.
- 12 26. The approved Spanish architectural style, finish materials and colors shall remain in
13 conformance with the approved elevations. Changes to the facades and/or colors
14 shall be subject to the review and approval of the Community Development Director
15 who may defer decision to the Planning Commission.
- 16 27. The Homeowners Association shall maintain an active business license with the City.
- 17 28. The owner of a residential unit available for rent shall obtain a business license with
18 the City.
- 19 29. That the business owner (Applicant) and property owner agree in writing to the above
20 conditions.

TENTATIVE TRACT MAP

- 21 30. The Vesting of the Tentative Tract Map is granted for the property described in the
22 application on file with the Planning Division, and may not be transferred from one
23 property to another.
- 24 31. The final map to be recorded with the Los Angeles County Recorder shall
25 substantially conform to the Tentative Tract Map submitted with this application and
26 dated "Approved at Hearing November 15, 2023," except as modified herein.
- 27 32. This subdivision shall comply with Title 10 of the City of Huntington Park Municipal
28 Code (Subdivisions).
33. The final map shall not be recorded until there has been compliance with all
34 conditions of approval.
35. The developer shall install house addresses and mailboxes in accordance with U. S.
36 Post Office policy.

1 35. The common area portion of the site shall be maintained and kept in good condition
2 at all times.

3 36. All landscape and walkway lighting shall be directed downward to minimize glare.

4 37. The applicant shall pay all fees due to City Consultant for the review/ approval of the
5 Tentative/ Final Tract Map.

6 38. Developer shall establish a homeowner's association and the association shall be
7 responsible for the maintenance of the private driveway, landscaping and any other
8 interior areas held in common by the association and for the enforcement of CC&R's
9 related to property maintenance.

10 39. Any covenants, conditions, and restrictions (CC&R's) applicable to the project
11 property shall be consistent with the terms of this Tentative Tract Map and the
12 HPMC. If there is a conflict between the CC&R's and the HPMC or this permit, the
13 HPMC or this permit shall prevail.

14 40. Developer shall include in all deeds for the project and in the CC&R's a prohibition
15 against parking recreational vehicles.

16 41. Developer shall include in the CC&R's that the location and number of off-street
17 parking spaces shall remain in perpetuity as developed and approved by the
18 Planning Commission and shall not be developed or modified for other uses (e.g.,
19 housing, storage).

20 42. The organizational documents shall provide that the association is responsible for the
21 maintenance and landscaping of all parts of the community housing project which are
22 held in common and that such maintenance shall be performed to the standard of
23 maintenance prevalent in the neighborhood.

24 43. A Parking Management Plan (PMP) shall be incorporated in the Covenants,
25 Conditions, and Restrictions (CC&Rs). All uncovered off-street parking space shall be
26 held within the common area to be administered and maintained by the association.
27 The uncovered spaces shall be held for use by all owners within the project and shall
28 not be assigned to a particular unit. The CC&Rs shall have a provision precluding the
29 sale of garage units required by the PMP.

30 44. The owner of a detached condominium dwelling unit shall be responsible for the
31 maintenance of the interior of his or her individual unit.

32 45. A copy of the CC&Rs shall be provided to the City for review of compliance with
33 Conditions of Approval prior to finalization.

1

2

BUILDING AND SAFETY

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4

46. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.

5

47. All proposed residential dwelling units shall be in compliance with the following codes:

6

a. 2022 California Residential Code

7

b. 2022 California Electrical Code

8

c. 2022 California Plumbing Code

9

d. 2022 California Mechanical Code

e. 2022 Green Building Standards Code

10

48. The proposed site shall comply with the 2022 California Residential Code and 2022 California Fire Code, include provisions pertaining to property line setbacks, building separation, and site fire apparatus access.

11

49. Each site intended for development, where impervious surfaces will be added, must comply with Los Angeles County Low Impact Development (LID). All proposed LID best management practices (BMP's) and storm water control methods must be listed in the Los Angeles County LID manual. Developers intending to develop a site requiring the use of LID control measures must submit a LID covenant and agreement that is to be recorded by the Los Angeles County Recorder's office.

12

50. Plans submitted to Building and Safety are subject to the requirements specified in the applicable codes, as well as requirements established by the Building Official. Compliance will be ensured during plan check in the form of corrections issued by the plans examiner.

13

14

PUBLIC WORKS

15

16

GENERAL

17

18

51. An Encroachment Permit shall be required to be obtained by a licensed contractor to work in the public right-of-way.

19

52. Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Division to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.

20

53. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.

21

1 54. Preserve existing survey monuments (property corners, centerline ties, etc.) in the
2 public right-of-way. All disturbed and removed survey monuments in the public right-
3 of-way shall be re-established and record of survey shall be filed with the County
4 surveyor in accordance with applicable provisions of the state law.

5 55. Comply with all Federal, State, and local agency requirements pertaining to the Clean
6 Water Act, which has established regulations, set forth in the Countywide National
7 Pollutant Discharge Elimination System (NPDES) Permit.

8 56. Low Impact Development (LID) is a requirement of the NPDES Permit No.
9 CAS004004, Order No. R4-2021-0105 and local Ordinances. The LID is a narrative
10 report that explains the type of development and drainage of the site. It must address
11 the post-construction water quality and habitat impact issues.

12 57. Alternative engineering methods for filtration and infiltration (such as bioswales, etc.)
13 must be used to defray a percentage of the storm water runoff into the
14 existing/proposed storm drain system.
15 (i) Use of permeable driveway requires engineering calculations to be provided to
16 ensure compliance with minimum NPDES/MS4 requirements.

17 58. Engineer to show the location of the sewer mainline, nearest manholes, and the
18 lateral serving the project and configuration of the on-site sewer including diameter
19 and material of the on-site sewer.

20 59. Engineer to show the location of water meters servicing the development and any
21 newly proposed water meter locations.

22 60. Public improvement plans shall be developed on the basis of the approved site plan.
23 P.C.C. pavement and asphalt-concrete (A.C.) thicknesses and strengths shall be
24 determined by a California Registered Civil Engineer (project engineer of record)
25 preparing the street plans and utility improvement plans. The limits of street
26 improvements shall include half the street fronting the property within the extended
27 property lines.

28 61. Repair, remove, and replace deficient and/or damaged sidewalk and standard curb
29 and gutter adjacent to the development at the direction of the City Engineer/City
30 Inspector. Use APWA standard plans and specifications.

31 62. Remove all existing improvements that will no longer be intended for use (including
32 but not limited to driveway approaches, under-sidewalk drains, meter boxes, utility
33 valves, etc.) and replace with new sidewalk and full-height curb and gutter as
34 required per APWA standard plans and specifications.

35 63. The City Engineer may require other information or may impose additional conditions
36 and requirements as deemed necessary to protect health and safety, and to benefit
37 the public.

1 **ENGINEERING**

2 64. The site improvement plans shall accurately show all existing public improvements
3 near the site (such as, streetlights, signs, utility vaults and boxes. Construction items
4 shall clearly indicate any proposed modifications to the existing public improvements.
Proposed modifications to the public improvements shall be subject to review and
approval by the City Engineer prior to issuance of a building permit.

5 65. A detailed grading and drainage plan prepared by a licensed Civil Engineer including
6 all supporting information and design criteria, storm drain treatment calculations,
7 hydromodification worksheets, all final grades and drainage control measures, etc,
shall be submitted as part of plan check requests to the building and safety division.

8 66. The construction plans shall show the proposed location of materials and equipment
9 storage, scaffolding, safety measures to protect the public from construction
10 activities, temporary fencing, construction trailers, parking of construction vehicles,
11 location of portable toilets, etc. The plans shall minimize the loss of public parking
spaces and the length of the time they are used for construction-related activities.

12 **WATER AND SEWER**

13 67. Water service line for the four units must be properly sized by the design/project
14 engineer. Fire Flow test required. City's water operator will provide a cost to install
the meter(s) and make all applicable improvements based on the approved plans.

15 68. Design engineer to ensure proper sizing of sewer lateral, including material.

16 **POLICE DEPARTMENT**

17 69. Provide adequate security lighting (motion sensor, LED uniform lighting).

18 70. Clearly visible display of the property address from the street.

19 71. Provide two or more parking spaces per unit.

20 **LOS ANGELES COUNTY FIRE DEPARTMENT**

21 72. All requirements, as deemed necessary by the Los Angeles County Fire Department
during the Plan Check Process, shall be complied with.

22 **PLANNING DIVISION SPECIAL CONDITIONS**

23 73. This entitlement is granted to the applicant (Salvador Polina/ SP Homes LLC) and
shall not be transferred within a period of five years from date of approval.

24 74. Ten (10) days before the start of construction the applicant is required to provide a
25 "Good Neighbor Notice of Construction" to property owners and tenants located
26 within a 300 feet radius of the subject site. The notice shall clearly identify the dates
and hours of construction, anticipated date of completion and contact information. All
27 hours of construction shall comply with the HPMC.

1 75. During construction, a sign shall be posted on site identifying the developer's contact
2 information and a phone number to address any comments/ questions regarding the
construction.

3 **SECTION 7:** This resolution shall not become effective until 15 days after the date of
4 decision rendered by the Planning Commission, unless within that period of time it is
5 appealed to the City Council. The decision of the Planning Commission shall be stayed
6 until final determination of the appeal has been effected by the City Council.

7 **SECTION 8:** The Secretary of the Planning Commission shall certify to the adoption
8 of this resolution and a copy thereof shall be filed with the City Clerk.

9 **PASSED, APPROVED, AND ADOPTED** this 15th October, 2025 by the following
10 vote:

11 AYES: Commissioner(s) Tapia, Flores, Vice-chair Estrada, Chair Tarango

12 NOES:

13 ABSENT: Commissioner(s) Carvajal

14 ABSTAIN:

15 HUNTINGTON PARK PLANNING COMMISSION

18 
Adrian Tarango (Oct 22, 2025 11:44:25 PDT)

19 Adrian Tarango, Chairperson

20 ATTEST:

23 
Paul Bollier (Oct 22, 2025 11:44:25 PDT)

24 Paul Bollier, Secretary

1 LOT
9,889 SQ. FT.

SHEET 1 OF 2 SHEETS

TRACT NO. 84285

IN THE CITY OF THE HUNTINGTON PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIABEING A SUBDIVISION OF LOT 18 OF TRACT NO. 2588,
AS PER MAP RECORDED IN BOOK 25, PAGE 55 OF
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

FOR CONDOMINIUM PURPOSES

CALLAND ENGINEERING & ASSOCIATES, INC. DATED OF SURVEY: DECEMBER 16, 2022

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED
WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

6166004023 WILLOWBROOK, LLC, A LIMITED LIABILITY COMPANY (OWNER)

SALVADOR POLINA (MEMBER)

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____, NOTARY PUBLICPERSONALLY APPEARED _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ MY COMMISSION NO. _____
PRINTED NAME: _____ MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 4 UNITS, WHEREBY THE
OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON
AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR
THE UNITS.

LOS ANGELES COUNTY TAX CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN
MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF
THE SUBDIVISION MAP ACT.EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIABY _____ DATE _____
DEPUTYI HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS
BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS
COLLECTED AS TAXES ON THE LAND SHOW ON MAP OF TRACT NO. 84285 AS REQUIRED
BY LAW.EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIABY _____ DATE _____
DEPUTY

SIGNATURE OMISSION NOTE:

THE SIGNATURE(S) OF THE SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA
CORPORATION, ITS SUCCESSORS AND ASSIGNS, OWNER OF AN EASEMENT FOR PIPELINES
AND OTHER INCIDENTALS THERETO PER DEED RECORDED MAY 19, 2025 AS INSTRUMENT
NO. 20250331274 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAS
(HAVE) BEEN OMITTED UNDER PROVISIONS OF SECTION 66436, SUBSECTION
(g)(3)(A)(i-vii) OF THE SUBDIVISION MAP ACT, AS ITS INTEREST IS SUCH THAT IT
CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS/ARE NOT REQUIRED BY THE LOS
ANGELES CITY COUNCIL.
SAID EASEMENT IS INDETERMINATE IN NATURE.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF SALVADOR POLINA DECEMBER 2, 2022, I HEREBY STATE THAT THIS FINAL MAP
SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS
OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.JACK C. LEE
L.S. NO. 8407

DATE



CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE
TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF
SUBDIVISION ORDINANCES OF THE CITY OF HUNTINGTON PARK APPLICABLE AT THE TIME OF
APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT
THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.MOHAMMAD YUNUS RAHI,
CITY ENGINEER
CITY OF HUNTINGTON PARK
LICENSE NO.: C-59183
EXPIRATION DATE: 6/30/2025

DATE

CITY SURVEYOR CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; AND THAT I AM SATISFIED THAT THIS MAP
IS TECHNICALLY CORRECT.DENNIS WAYNE JANDA,
CONTRACT CITY SURVEYOR
CITY OF HUNTINGTON PARK
LICENSE NO.: 6359
EXPIRATION DATE: 12/31/2026

DATE

SPECIAL ASSESSMENT'S CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE
CITY OF HUNTINGTON PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY
PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.JEFF JONES,
DIRECTOR OF FINANCE
CITY OF HUNTINGTON PARK

DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK BY RESOLUTION NO.
ADOPTED ON THE _____ DAY OF _____
APPROVED THE ATTACHED MAP OF TRACT NO. 84285.EDUARDO SARMIENTO,
CITY CLERK
CITY OF HUNTINGTON PARK

DATE

PLANNING COMMISSION'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE MAP OF TRACT NO. 84285 WAS APPROVED AT THE MEETING OF CITY
PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, HELD ON THE _____ DAY OF
_____, 20____.PAUL BOLLIER
SECRETARY, PLANNING COMMISSION
CITY OF HUNTINGTON PARK

DATE

ITEM 2



CITY OF HUNTINGTON PARK

Department of Communications and Community Relations
City Council Agenda Report

November 12, 2025

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION TO WAIVE FEES
ASSOCIATED WITH STAFF COSTS FOR STREET CLOSURES FOR THE ALLIANCE
COLLINS FAMILY HIGH SCHOOL BIKE MEMORIAL EVENT**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Resolution waiving fees associated with staff costs from the Police Department and Public Works Department for temporary street closures around Alliance Collins Family High School to accommodate the Bike Memorial Event scheduled for Thursday, November 20, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 13, 2025, Alliance Collins Family High School submitted a special event permit application to the Community Development Department to hold a Bike Memorial Event in honor of a student who tragically lost his life while riding a bicycle.

The memorial, initiated by the students, is intended to promote communal healing and unity among students, families, and staff. The event includes temporary street closures forming a loop around the school, bounded by Saturn and Alameda Streets, and Zoe Avenue and Albany Street, to allow participants to walk or bike safely through the designated area.

Following interdepartmental review and approval, the event is scheduled for Thursday, November 20, 2025, from 3:00 p.m. to 7:00 p.m. After receiving notice of the associated costs for street closures, the school formally submitted a fee waiver request to the City.

CONSIDERATION AND APPROVAL TO WAIVE FEES ASSOCIATED WITH STAFF COSTS FOR STREET CLOSURES FOR THE ALLIANCE COLLINS FAMILY HIGH SCHOOL BIKE MEMORIAL EVENT

November 12, 2025

Page 2 of 2

FISCAL IMPACT/FINANCING

Funds for this activity were not included in the adopted FY 2025–2026 Budget. The estimated cost for personnel and related services from the Police Department and Public Works is \$1,834.52, as detailed below:

Estimated Cost

No. of Officers	Personnel	Rate/Hour	Sub-total	Time Needed/hrs.	Total
2	Traffic Corporals	\$ 97.00	\$ 194.00	2	\$ 388.00
2	Officers assigned to staging area	\$ 113.00	\$ 226.00	2	\$ 452.00
2	Parking enforcement	\$ 97.00	\$ 194.00	2	\$ 388.00
2	Public safety officers/Rangers	\$ 113.00	\$ 226.00	2	\$ 452.00
1	Public Works				\$ 154.52
					\$ 1,834.52

LEGAL AUTHORITY

Under Huntington Park Municipal Code §9-2.1501 (Activity in Public Places Permits), departmental service charges represent the actual costs incurred by City departments for events requiring special permits. Waiving these fees requires City Council authorization, as such costs are otherwise recoverable under the City's adopted fee schedule.

CONCLUSION

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

Respectfully submitted,

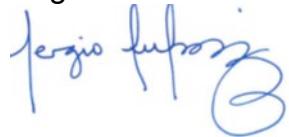


RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL TO WAIVE FEES ASSOCIATED WITH STAFF COSTS FOR STREET CLOSURES FOR THE ALLIANCE COLLINS FAMILY HIGH SCHOOL BIKE MEMORIAL EVENT

November 12, 2025

Page 2 of 2



SERGIO INFANZON

Director of Communications and Community Relations

ATTACHMENT(S)

- A. Draft Resolution waiving fees associated with staff costs from the Police Department and Public Works Department for temporary street closures
- B. Special Event Permit Application

RESOLUTION NO. (2025-XX)

A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF HUNTINGTON PARK APPROVING A BIKE MEMORIAL EVENT

ORGANIZED BY THE ALLIANCE COLLINS FAMILY HIGH SCHOOL;

AUTHORIZING THE TEMPORARY CLOSURE OF CERTAIN STREETS

WHEREAS, the Alliance Collins Family High school submitted an application to the City for a Special Bike Memorial Event scheduled for November 19th, 2025; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes temporary street closures if necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, it will be necessary to temporarily close certain streets, as described in the Exhibits attached to facilitate this special event; and

WHEREAS, the City Council finds that the closure is necessary for the safety and protection of persons who are to use that portion or portions of the street(s) during the temporary closing; and

WHEREAS, the Chief of Police of the City of Huntington Park shall arrange for temporary street closure and traffic rerouting, which will minimize the traffic hazard conditions and allow for orderly movement of traffic; and

WHEREAS, City personnel shall contact the Alliance Collins Family High School and other public agencies to coordinate bus service providers, and others who may need ingress, egress, or the ability to traverse the affected area and will reasonably provide for their needs; and

WHEREAS, the City Council finds that this event requested by the Alliance Collins Family High School will honor the memory of Jonathan Flores who tragically was killed while riding his bike by a hit and run driver, and the event will bring communal healing to the families and students at the school; and

WHEREAS, this event will bring awareness to students, families, and member of the community to respect and obey traffic laws; and

WHEREAS, the Bike Memorial Event organized by the Alliance Collins Family High School is a non-profit event, and the school is requesting the waiver of the fees, due to financial hardship, as evidenced and documented in the staff report and Exhibits attached to facilitate the event; and

WHEREAS, the Huntington Park Municipal Code Section 9-2.15 authorizes the City Council to approve the closure of the streets and waive fees based upon demonstration of financial hardship; and

WHEREAS, the City Council further finds that the health, safety, and welfare of the citizens of the City of Huntington Park will not be jeopardized by the approval of this event; and

WHEREAS, the event organizers have been conditioned to complete and satisfy the requirements to obtain a special permit application in conformance with all rules and regulations of the Department of Community Development, and conditioned to utilize the streets during the time included in their application, hereto; and

WHEREAS, the action of approving the Bike Memorial event does not constitute a project as defined by California Environmental Quality Act Guidelines Section 15378; therefore, no further environmental review is required.

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

Section 1. Findings. The above recitals are declared to be true and correct and are incorporated herein as findings of the City Council.

Section 2. Approval of Conditions. The City Council hereby approves the conditions of approval for this event, attached as Exhibit A (Special event Permit application).

Section 3. Approval of Fee Waivers for the Alliance Collins Family High School Bike Memorial Event. The 100% fee waiver, as described in the accompanying Staff Report, is hereby approved to facilitate this event.

Section 4. Effective Date of this Resolution. This Resolution shall become effective immediately.

Section 5. Severability. Each portion of this resolution is severable. Should any portion of this resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Huntington Park hereby declares that it would have adopted this resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section, subsection, clause, sentence, phrase or other portion may be held invalid or unconstitutional.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly adopted at a special meeting of the City Council of the City of Huntington Park held on November 12, 2025, by the following vote, to wit:

Approved: _____

Mayor Arturo Flores

Attest: _____

Eduardo Sarmiento, City Clerk

Approved as to form: _____

City Attorney

DRAFT

ATTACHMENT "A"

2071 Saturn Ave. Huntington Park, CA 90255

Phone: (323) 923-1588 Fax: (323) 923-1589

www.collinsfamilyjaguars.org



Rob Delfino
Executive Director

Betzy Solares
Assistant Principal

Brenda Garcia
Assistant Principal

Franc Escobedo
Assistant Principal

Sasha Magidi
Assistant Principal

Jonathan Barrera
Dean of Culture

Dear Members of the City Council of Huntington Park,

I write on behalf of the students, staff, and community supporters of Alliance Collins Family High School to respectfully request that the PD fees associated with our upcoming Bike Memorial Event, tentatively scheduled for Thursday, November 19, 2025, be waived. This waiver would give us the support needed to honor and remember our student, Jonathan Flores, who was tragically killed on his bike by a hit and run driver, at the BMO parking lot in Los Angeles last year in November of 2024.

Our students have organized this bike memorial for Jonathan to honor his memory and to bring communal healing to our school, Jonathan's family, and the community. This year Jonathan Flores would have been a senior in high school, getting ready to graduate, and go to college. Jonathan was a resident of Huntington Park, an Honor student, and loved by all that knew him.

This student-led event offers students the chance not only to honor their peer's one year death anniversary, but to also come together, and find closure. This activity is a healthy way for students to engage in positive coping strategies to prioritize their mental health and grieve collectively. A bike memorial is a way for students to foster a sense of shared purpose, strengthens connections among students, staff, and families, and elevates the City of Huntington Park's efforts to create healthy and engaged youth.

Since this is the first time our school has applied for a city permit, we did not know of the PD fees that would incur. If we had known in advance, students would have done their due diligence to fundraise for the fees, however we no longer have the time to do so. By removing the PD fees, the City of Huntington Park would enable us to make sure that all students, regardless of economic background, can fully participate, and ensure that the planning, safety, and inclusive aspects of the event receive adequate support.

After months of communicating with the city, we have been able to provide all the necessary paperwork and permit fees up to this point. The PD waiver fee is the last action step needed to make this event happen. Furthermore, we are also willing to shorten the event by one hour, instead of two hours, in order to save costs. We will also have school staff attend the event to also support with supervision and safety.

This memorial is more than just an event, it's a statement about how much we value student voices, relationships, and community healing. A fee waiver signals that the city council of Huntington Park stand alongside these values.

Thank you in advance for bringing healing to our community and lifting student voices.

In Community,

Melissa Alcala

(Community Schools Coordinator)

2071 Saturn Ave. Huntington Park, CA 90255

Phone: (323) 923-1588 Fax: (323) 923-1589

www.collinsfamilyjaguars.org



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Executive Director

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Assistant Principal

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Assistant Principal

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CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@h pca.gov

SPECIAL EVENT PERMIT APPLICATION

FILING FEE: \$275.00 plus \$10.00 per day;
Non-Profit Entities: \$95.00 plus \$10.00 per day.

PERMIT NO. SEP 25 - 13

1. APPLICANT (If the applicant is an organization or business, also include the name of a contact person):
ALLIANCE COLLINS FAMILY HIGH SCHOOL

Mailing Address: 2071 SATURN AVENUE, HUNTINGTON PARK, CA 90255

Phone 1: 323-923-1588 Phone 2: _____ Email: PNUNEZ@LAALLIANCE.ORG

Huntington Park Business License No: 25-00013219

Non-profit organization? Yes No If yes, Tax I.D. No? 94-3476918

Emergency Contact (Name and telephone): BETZY SOLARES (323) 923-1588

2. ADDRESS / LOCATION OF EVENT/ACTIVITY (Describe if any portion of the event will take place on public property, i.e. sidewalk, street, alley, etc.):

Bike memorial event begins at corner of Saturn & Alameda to
Zoe Ave to Albany St. to Saturn and back to Alameda & Saturn
(See plot attached)

3. DESCRIPTION OF EVENT/ACTIVITY (Describe all activities, such as all goods or services to be sold, number of special displays, tents, concessions, entertainment, stages, rides, or other equipment used, etc. If more space is needed please attach a separate sheet of paper):

This is a bike memorial event to honor our student Jonathan, who tragically lost his life a year ago while riding his bike.
Event will consist of one loop around the school using bikes and walking. We would like to request traffic control to
support around the loop of the bike/walk path. (See plot of path attached)

4. DATE(S) OF EVENT/ACTIVITY:

Thursday, November 20th, 2025

5. TIME(S) OF EVENT/ACTIVITY (for each day):

Begins at ~~4pm-6pm~~ 3 Pm - 7 Pm

6. Has a Special Event Permit been issued within the past three (3) months to conduct an event(s) at this location?

Yes No If yes, what dates? _____

7. Has this type of event been conducted within the past twelve (12) months in this or any neighboring city?

Yes No If yes, where and what date(s)? _____

8. Number of persons expected to attend proposed event? 100

9. Number and type of vehicles, equipment and animals, if any, that will be used at the proposed event? Bicycles

10. Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event.)

Representative's Name: Melissa Alcala (School Community Coordinator)

Contact Telephone Number: 323-923-1588

Mailing Address: 2071 Saturn Avenue, Huntington Park, CA 90255

11. Property Owner Information. (If the applicant is not the property owner, a written and notarized acknowledgment from the property owner authorizing such event is required.)

Name of Property Owner: ALLIANCE COLLINS FAMILY HIGH SCHOOL

Contact Telephone Number: 323-923-1588

Mailing Address: 2071 Saturn Avenue, Huntington Park, CA 90255

Please Note:

- **Certificate of Liability Insurance required.**
- **The submittal of a detailed site plan identifying the layout of the Special Event, including the location and dimensions of equipment (e.g., tents, tables, speakers) must be attached to this application. The location of off-street parking shall also be identified.**
- **A fully completed application with all required departmental and agency approvals (as noted by Staff) must be submitted to the Community Development Department at minimum of fourteen (14) days prior to the date of event.**

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.



Applicant's Signature

8/25/2025

Date

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Submitted: 9/30/25

Received By: Alcala

Filing Fee: \$95.00

Receipt No.: 206380

Property Owner Approval Provided? Yes No

Site Plan Provided? Yes No

Certificate of Liability Insurance Provided? Yes No

Departmental/Division Approvals Required:

Building and Safety

City Clerk

Engineering

Parks & Recreation

Planning

Police Department

Public Works

Revenue Collections

Outside Agency Approvals Required:

L.A. County Fire Dept.

L.A. County Health Dept.

Dept. of Alcoholic Beverage Control (ABC)



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@h pca.gov

**DEPARTMENTS / AGENCIES
REVIEW CHECKLIST**

SPECIAL EVENT PERMIT APPLICATION

PERMIT NO. SEP 25-13

The Community Development Department requires proof of approval from the following departments/ agencies that are checked:

(The applicant is responsible for routing the application to outside agencies)*

Los Angeles County Fire Department*
Fire Prevention Division
3161 E. Imperial Hwy.
Lynwood, CA 90255
(310) 603-5258

Approved Not Approved No Approval
Necessary

Approved w/ Conditions - Comments:

*NEEDS TO BE CONFIRMED
DURING INSPECTION*

Signature: X P.H. Hall ISG Date: 08/26/25

Los Angeles County Health Department*
Environmental Health Specialist
5850 S Main Street, Room 2257
Los Angeles, CA 90003
(323) 235-7009

Approved Not Approved No Approval
Necessary

Approved w/ Conditions - Comments:

Signature: X _____ Date: _____

State Dept. of Alcoholic Beverage Control*
Duty Investigator
3530 Wilshire Blvd., Suite 1110
Los Angeles, CA 90010
(213) 736-2005

Approved Not Approved No Approval
Necessary

Approved w/ Conditions - Comments:

Signature: X _____ Date: _____

Huntington Park Police Department
Watch Commander
6542 Miles Avenue
Huntington Park, CA 90255
(323) 584-6254

Approved Not Approved No Approval
Necessary

Approved w/ Conditions - Comments:

*Please see
the attached memorandum for the Traffic Division's
recommended conditions and associated fees.*

Signature: X Allegria Date: 10/15/2025

SPECIAL EVENT PERMIT APPLICATION

PERMIT NO. SEP 25-13

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Huntington Park City Manager's Office
City Manager
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6223

Approved Not Approved No Approval Necessary

Approved w/ Conditions - Comments: _____

Signature: X _____ Date: _____

Huntington Park Office of the City Clerk
City Clerk
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6297

Approved Not Approved No Approval Necessary

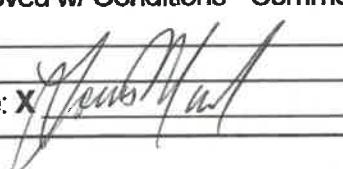
Approved w/ Conditions - Comments: _____

Signature: X  Date: 10/16/25

Huntington Park Planning Division
Community Development Director
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6392

Approved Not Approved No Approval Necessary

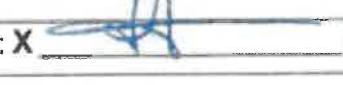
Approved w/ Conditions - Comments: _____

Signature: X  Date: 11/9/25

Huntington Park Finance Department
Finance Director
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6201

Approved Not Approved No Approval Necessary

Approved w/ Conditions - Comments: All fees must be made prior to event

Signature: X  Date: 10/1/2025

SPECIAL EVENT PERMIT APPLICATION

PERMIT NO. SEP 25-13

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Huntington Park Building Division
Building Official
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6271

Approved Not Approved No Approval Necessary
 Approved w/ Conditions - Comments: See attached comments.

Signature: X Jesus De Anda Date: 10/13/2025

Huntington Park Public Works Dept.
Public Works Director / City Engineer
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6253

Approved Not Approved No Approval Necessary
 Approved w/ Conditions - Comments: _____

Signature: X J. De Anda Date: 11/4/25

Huntington Park Parks and Rec. Dept.
Parks and Recreation Director
3401 E. Florence Avenue
Huntington Park, CA 90255
(323) 584-6218

Approved Not Approved No Approval Necessary
 Approved w/ Conditions - Comments: _____

Signature: X _____ Date: _____

Huntington Park Code Enforcement
Code Enforcement Manager
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6213

Approved Not Approved No Approval Necessary
 Approved w/ Conditions - Comments: No Comments

Signature: X Chavez Date: 10/13/25

Memorandum



City of Huntington Park City of Perfect Balance

Date: October 15, 2025

To: Areli Caballero, Assistant Planner

From: Elsa Cobian, Police Lieutenant

Subject: SEP NO. 2025-13 2071 SATURN AVENUE HUNTINGTON PARK, CA

Purpose:

The purpose of this memorandum is to provide the Traffic Division's review and recommended conditions for the proposed bike path associated with Special Event Permit (SEP) No. 2025-13, located at 2071 Saturn Avenue.

Background:

The applicant has requested Police Department assistance with traffic control to support the event along the bike path. The Traffic Division conducted a review of the proposed route and associated traffic impacts.

Recommended Conditions:

Based on the review, the following personnel are recommended to ensure safe and effective traffic management during the event:

- Two (2) traffic corporals on motorbikes as rovers for the entire route
- Two (2) officers assigned to the staging area and traffic control
- Two (2) Parking Enforcement Officers (PEOs) for traffic control at designated intersections
- Two (2) Public Safety Officers/Rangers for traffic control at designated intersections

As this is a non-City and non-Police Department-sponsored event, the applicant will be responsible for all associated personnel costs.

Memorandum

Attachment:

Master Fee Schedule – Police Department Services

Recommendation:

It is recommended that the above conditions be incorporated into the final permit approval and that the applicant be advised of the applicable service fees outlined in the attached Master Fee Schedule.



**City of Huntington Park
Master Fee Schedule
Effective October 16, 2018**

POLICE DEPARTMENT

FEE DESCRIPTION

**Adopted
FY 2018-19**

PERSONNEL*

Police Sergeant	147.00	Per Hour
Overtime	220.00	Per Hour
Senior Officer	132.00	Per Hour
Overtime	197.00	Per Hour
Police Officer	113.00	Per Hour
Overtime	170.00	Per Hour
Communication Operator (Dispatcher)	110.00	Per Hour
Overtime	164.00	Per Hour
Parking Enforcement Officer	97.00	Per Hour
Overtime	145.00	Per Hour

*Personnel fees subject to change

GENERAL ADMINISTRATIVE FEES

Arrest Reports	32.00
Redacted Reports (in addition to Report Fee)	32.00
Reports Requested By Mail (in addition to Basic Report)	32.00
Finger Printing:	
Basic Live Scan	77.89
Enhanced Live Scan	114.16
Repossessions (Gov. code sect. 26752 & CVC 41612)	18.00
Crime Reports	26.86
Incident Reports	32.00
CAD Reports	32.00
Traffic Collision Reports:	
Residents	32.00
Non Residents	33.58
Booking Slips/Dispositions	32.00
Clearance Letters	75.00
Animal License:	
Regular License	40.29
Spayed or Neutered Animals	20.14
Senior Citizen Owners	10.07
Pick up & Disposal of Deceased Animals	191.00
Pick up of Live Animals	191.00
Animal Litter Pickup	191.00
Emergency Care & Relinquishment Back to Owner	167.00
Housing and Shelter of Animals (Per Day)	-
Other Governmental Agencies	-
Private Parties	99.37
Research for Documents & Duplication	99.37
Street Vendor Permits	-
Vehicle Impounds/Suspended License/Unlicensed (30 days)	167.87
Vehicle Release Fees	114.16
Vehicle Release Fees - DUI	335.72
Police Services at Special Events	-
2nd Response Complaint Calls	-

TRAFFIC/EQUIPMENT CITATION REVIEW

HP Police Citations	28.00
Other Police Agency Citations/HP Residents only and those approved by Watch Commander	20.54



Project Address: 2071 Saturn Ave

Request for Comments – Special Event Permit (SEP) 25-13

Description: Special Event Permit request by Alliance Collins Family College Ready Academy High School for a memorial bike ride ceremony in honor of a student who attended Alliance and unfortunately passed away while riding his bike. The event is to be held in the neighboring area of 2071 Saturn Ave (begins at corner of Saturn/Alameda, to corner of Zoe/Albany, to corner of Albany/Mortimer, to corner of Albany/Saturn, and back to corner of Saturn/Alameda) on Thursday, November 20th, 2025 from 3:00 PM to 7:00 PM.

City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255
(323) 584-6271

Reviewer: Jesus De Anda
Building Official
Email: BuildingOfficial@h pca.gov
(Best way to contact)
Phone: (323) 584-6305

Building & Safety Comments

October 13, 2025

1. The exit access, the exit, and the exit discharge within the means of egress system(s) inside or outside any subject buildings and facilities (incorporating temporary buildings and facilities, tents as well), including the public way, shall not be obstructed in any manner throughout the duration of the event. The minimum widths and clearances established in California Building Code (CBC) Chapter 10 shall be maintained at all times.
2. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into. The fire apparatus access road shall comply with the requirements of California Fire Code (CFC) 503.1.1 and shall extend to within 150 feet of all portions of the facility, building, or portion of a building and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. The fire code official is authorized to increase the dimension of 150 feet where the following condition occurs: The building is equipped throughout with an approved automatic sprinkler system installed in

accordance with CBC Section 903.3.1.1 (NFPA 13), 903.3.1.2 (NFPA 13R), or 903.3.1.3 (NFPA 13D), as applicable per use.

3. Fire apparatus access roads shall not be obstructed in any manner, including the parking, temporary parking, or queuing of vehicles. The minimum widths and clearances established in California Fire Code (CFC) Sections 503.2.1 and 503.2.2 shall be maintained at all times.
4. Existing on-site parking spaces required to comply with the disabled access requirements outlined in Chapter 11B – Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing – of the 2022 California Building Code (CBC) (or the applicable code at the time of construction) shall not be obstructed in any manner. Parking is required by the Municipal Code/Zoning Code, which specifies the total number of parking stalls required for any given building(s). Section 11B-208 of the CBC specifies the minimum number of accessible parking spaces required based on the total number of stalls provided, if parking is provided.
5. Special events within existing public accommodation/commercial buildings and facilities, including temporary buildings and facilities (encompassing tents as well), shall be required to comply with the disabled access requirements outlined in Chapter 11B – Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing – of the 2022 California Building Code (CBC) (or the applicable code at the time of construction) and Title III of the Americans with Disabilities Act (ADA) of 1990 requiring that public accommodations and commercial facilities owned by private entities provide equal opportunities for people with disabilities to access their facilities and participate in their programs and services.
6. The business may be subject to a routine business license inspection.

THE END.



ALLICOL-01

JDEMATTIA

DATE (MM/DD/YYYY)
9/29/2025

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 0C36861 Irvine - Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612		CONTACT NAME: Joana De Mattia PHONE (A/C, No, Ext): (949) 660-5942 E-MAIL ADDRESS: joana.demattia@alliant.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : United Educators Insurance, a Reciprocal Risk Retention Group	NAIC # 10020
INSURED Alliance College-Ready Public Schools Alliance Collins Family College-Ready High School 5101 Santa Monica Blvd Ste. 8 PMB 271 Los Angeles, CA 90029		INSURER B : LM Insurance Corporation	33600
		INSURER C : Liberty Mutual Fire Insurance Company	23035
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
						LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 deductible <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		S79-29N	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$		
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS5Z51294069015	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		S79-29N	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC2Z51294069065	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bike Memorial Event on 11-20-2025
City of Huntington Park is included as additional insured under General Liability coverage when required by written contract/agreement

CERTIFICATE HOLDER	CANCELLATION
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(3) if the contract or agreement is made prior to a covered **Occurrence**.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for

- a. each **Occurrence**, or each **Sexual Misconduct Occurrence** or **Medical Claim**, if such coverages are provided by endorsement, as stated in Item 2.(a) of the Declarations; and
- b. in the aggregate for all **Occurrences**, and all **Sexual Misconduct Occurrences** and **Medical Claims**, if such coverages are provided by endorsement, and **Fire Legal Liability** during the **Policy Period** as stated in Item 2.(b) of the Declarations.

Medical Claim has the meaning ascribed to it in the Limited Health Services Coverage endorsement, which is attached if such claims-made coverage is provided by endorsement as part of this Policy.

Medical Payments Expense means amounts not covered by other insurance that **we** will pay per **Occurrence** in addition to the **Limit of Liability**, up to the amount specified in Item 2.(c) of the Declarations, at the request of the **Educational Organization**, as reimbursement of reasonable and necessary **First Aid**, medical, surgical, x-ray, dental, ambulance, hospital, nursing, funeral and prosthetic device expenses incurred by or on behalf of persons other than students and employees of the **Educational Organization** for **Bodily Injury** as a result of an **Occurrence** on premises owned by, leased to, or under the control of an **Included Entity**.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

Model Aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, **Model Aircraft** does not include any rocket or missile.

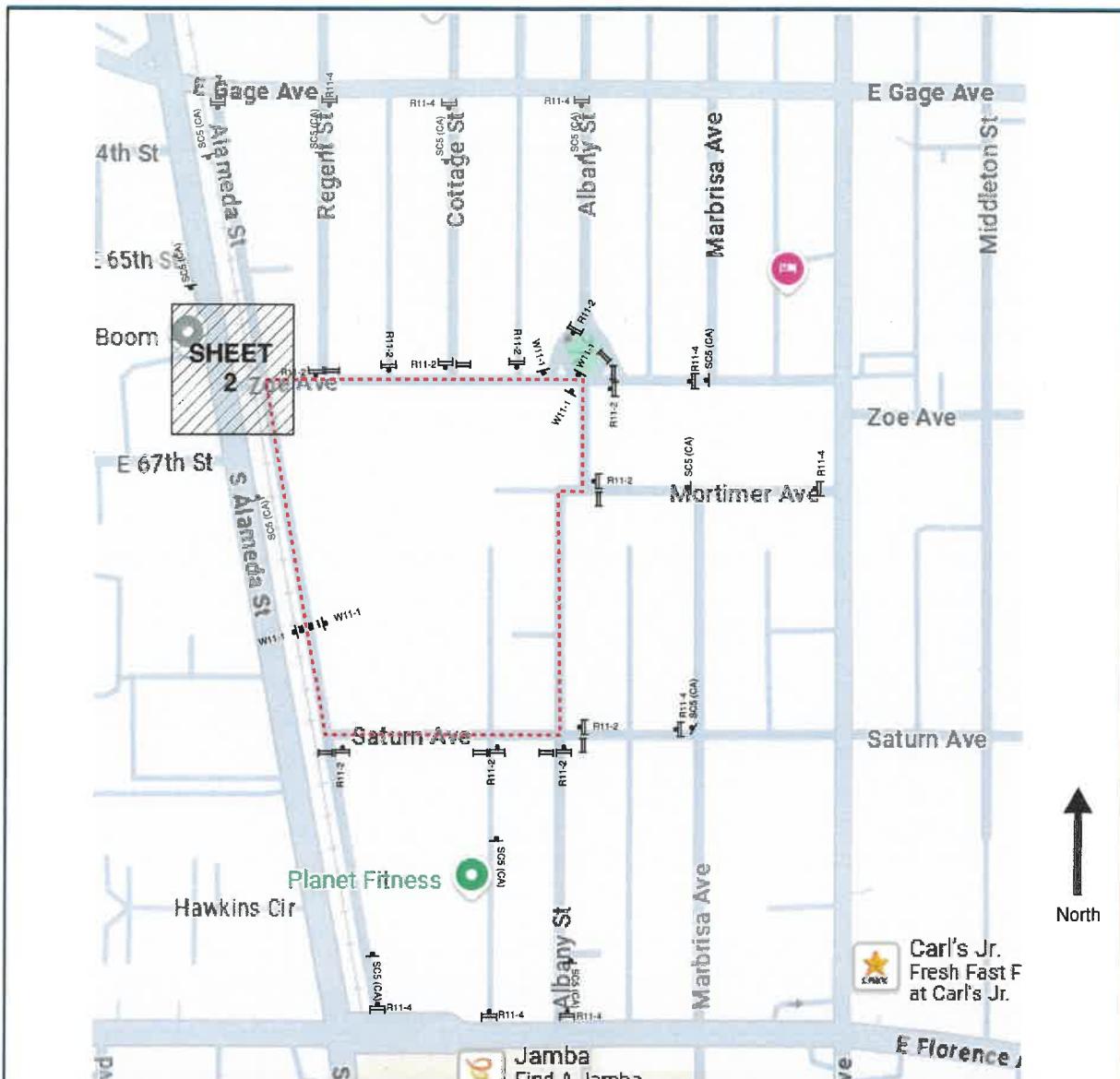
Non-Employee Sexual Harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with performance by, or creating an intimidating, hostile, or offensive environment for a student or person other than an employee of an **Included Entity**.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft; or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.



Typical Traffic Control Signs Per CA-MUTCD



Typical Traffic Control Devices



○ TRAFFIC CONTROL SHALL BE PROVIDED PER CALIFORNIA MUTCD, LATEST EDITION.

○ POST TEMPORARY NO PARKING SIGNS, R30E (CA), 48 HOURS IN ADVANCE ALONG THE ROUTE.

○ DELINEATOR/CHANNELIZER SPACING SHOULD BE 25' (PER CA-MUTCD SECTION 6F.63, SPACING SHOULD NOT EXCEED THE DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH).

○ THE STREET CLOSURE WILL START AT 3PM THURSDAY (11/20/25) AND WILL END AT 7PM THURSDAY (11/20/2025).

TRAFFIC WILL BE CONTROLLED AS SHOWN ON THIS TRAFFIC CONTROL PLAN BETWEEN THESE HOURS.

Symbols

- Route Direction
- 36" Traffic Cone
- 45" Delineator/Channelizer
- Traffic Sign
- Type I Barricade
- Type II Barricade
- Type III Barricade
- Type II Barricade w/ Sign
- Type III Barricade w/ Sign
- Arrow Board
- Barrier Wall

Engineer's Stamp

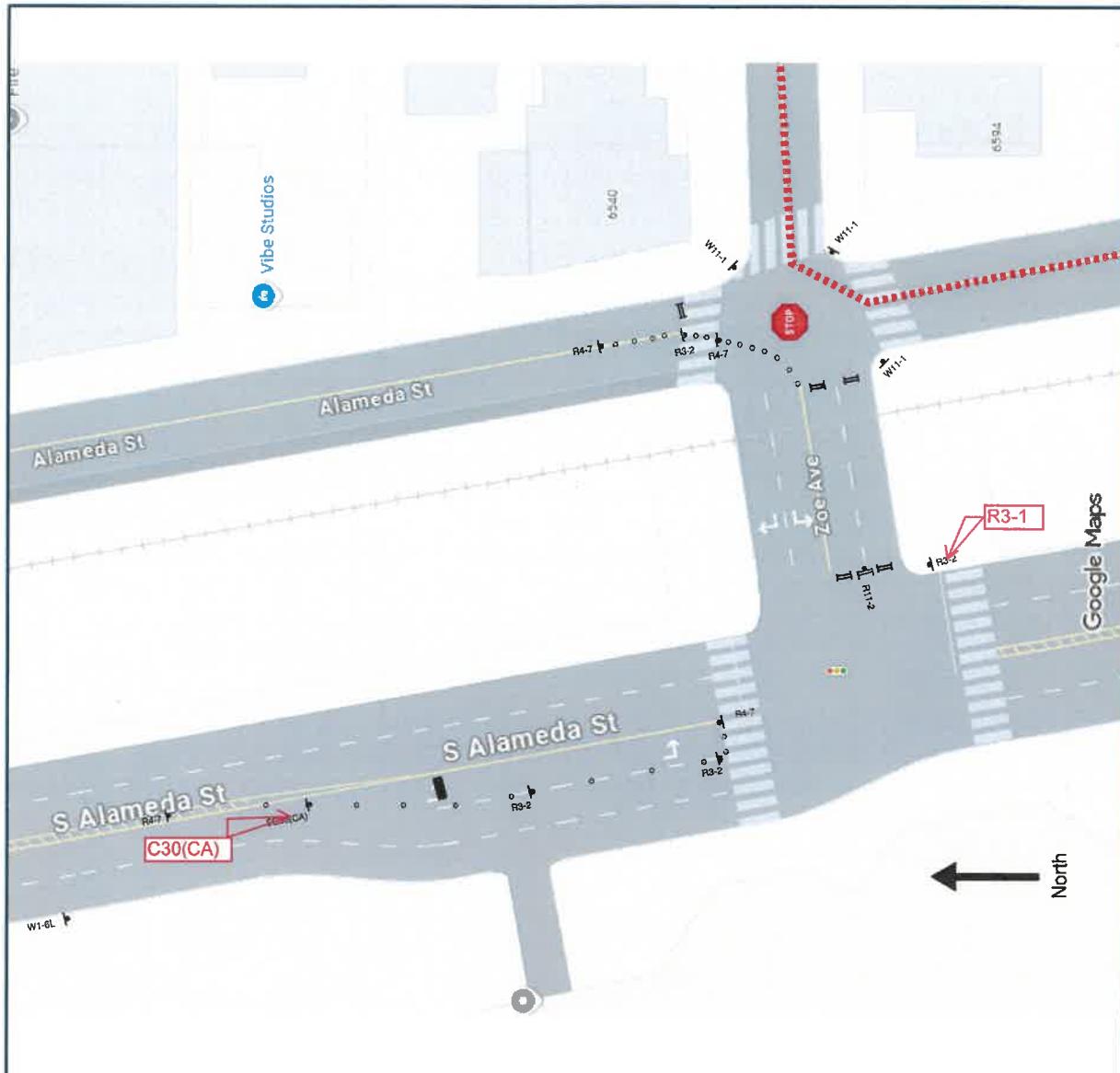
TRAFFIC CONTROL PLAN

Memorial Bike Ride at Alliance Collins Family HS
Thursday November 20th, 2025
3 PM - 7 PM

CITY OF HUNTINGTON PARK

PREPARED BY:
JOSE A. SANCHEZ, E.I.T.
(323) 378-7897

SHEET 1 OF 2



<p>Typical Traffic Control Signs Per CA-MUTCD</p>	<p>Typical Traffic Control Devices</p>	<ul style="list-style-type: none"> ○ TRAFFIC CONTROL SHALL BE PROVIDED PER CALIFORNIA MUTCD, LATEST EDITION. ○ POST TEMPORARY NO PARKING SIGNS, R30E (CA), 48 HOURS IN ADVANCE ALONG THE ROUTE. ○ DELINEATOR/CHANNELIZER SPACING SHOULD BE 25' (PER CA-MUTCD SECTION 6F.63, SPACING SHOULD NOT EXCEED THE DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH). ○ THE STREET CLOSURE WILL START AT 3PM THURSDAY (11/20/25) AND WILL END AT 7PM THURSDAY (11/20/2025). <p>TRAFFIC WILL BE CONTROLLED AS SHOWN ON THIS TRAFFIC CONTROL PLAN BETWEEN THESE HOURS.</p>
	<p>Symbols</p>	<p>APPROVED With Corrections as indicated</p> <p>- Yunus Rahi, PhD, PE,TE City Engineer City of Huntington Park 10-30-2025</p> <p>Engineer's Stamp</p>

TRAFFIC CONTROL PLAN

Memorial Bike Ride at Alliance Collins Family HS

Thursday November 20th, 2025
3 PM - 7 PM

CITY OF HUNTINGTON PARK

PREPARED BY:
JOSE A. SANCHEZ, E.I.T.
(323) 378-7897

SHEET 2 OF 2

City of Huntington Park
Public Works Department
Engineering Division
6550 Miles Avenue
Huntington Park, California 90255
(323) 584-6346



Permit No.: 2025-0281

Date Issued: 10-22-25

Expiration Date: 2-22-26

PUBLIC WORKS PERMIT
EFFECTIVE APRIL 19, 2021

Site Address: 2071 Saturn Ave Huntington Park, CA 900255
Owner/Applicant Name: Alliance Collins Family College-ready High School
Phone/Cell No. (323) 923-1588 (Betzy Solares)
Email: phunetz@alliance.org, malala@alliance.org
additional contact: (323) 594-3671 Melissa Alcala

Utility Company (If applicable): _____

Contact Name: _____

Address: _____

Phone/Cell No.: _____

Email: _____

Contractor's Business Name: _____

Contact Name: _____

Business Address: _____

Phone/Cell No.: _____

Email: _____

Contractor's State License No: _____

Approximate Start Date: _____ Approximate Completion Date: _____

Permit Scope of Work: _____

Plan Attached: Yes No N/A

Traffic Control Plan Attached: Yes No

Certificate of Liability Insurance Attached: Yes No

City Business License No.: N/A

THE PERMITTEE HAS READ THE CONDITIONS ON THIS PERMIT APPLICATION AND AGREES TO MEET THESE CONDITIONS, INCLUDING ANY ADDITIONAL CONDITIONS SET FORTH IN ANY MASTER ENCROACHMENT AGREEMENT, AND ACKNOWLEDGES THAT THIS APPLICATION AND ALL ATTACHMENTS AND RELATED AGREEMENTS WILL BE MADE A MATERIAL PART OF THE PERMIT. ALL APPLICABLE FEES MUST BE PAID PRIOR TO THE ISSUANCE OF THE PUBLIC WORKS PERMIT.

Contractor/Applicant's Signature:

(FOR CITY USE ONLY) _____

Permit Reviewed & Accepted By: Marcello Retamosa Date: 10-22-25

Permit Final/Closeout: _____ Date: _____

Permit revoked for noncompliance of conditions: _____ Date: _____

HOURS OF WORK: Work hours are from 9:00 A.M. to 3:00 P.M. Monday-Friday on major, minor arterial and collector streets, or unless otherwise specified. No work shall be performed, and no equipment shall be present on the site where between the hours of 3:00 P.M. and 9:00 A.M. unless authorized by the City Engineer.

HOURS OF WORK: Work hours are from 7:00 A.M. to 4:00 P.M. Monday-Friday on local streets, or unless otherwise specified. No work shall be performed, and no equipment shall be present on the site where between the hours of 4:00 P.M. and 7:00 A.M. unless authorized by the City Engineer.

The contractor is responsible to contact the Engineering Division (323) 584-6346 and notify the Public Works Engineering Division when work is in progress. If the Contractor fails to keep the Public Works Engineering Division aware of construction activities, the Contractor may be required to expose a portion or all the work that was performed without the benefit of inspection.

The developer/general contractor/permittee shall be responsible for arranging the preconstruction meeting and make timely requests for inspections. For large scale utility projects, covering a wide geographical or requiring a minimum of one month to complete, the permittee shall set up a meeting with the Public Works Engineering Division to establish an understanding of the scope of work and impacts to the community (i.e., traffic, noise, service interruption, etc.).

ADDITIONAL DOCUMENTS: As a condition precedent to City's approval of the Permit, Permittee shall submit _____ sets of approved plans within _____ calendar days of its submission of the Encroachment Permit Application. THE PERMIT WILL NOT BE APPROVED WITHOUT THE APPROPRIATE DRAWINGS BEING PROVIDED.

UNDERGROUND FACILITIES: For installation of all underground facilities or other like improvements, and all surface work or other activity of consequence, the Permittee shall furnish three (3) set of plans showing location and construction or other activity with its application. Thirty (30) days after completion and acceptance of the work, one (1) set of as-built plans shall be submitted to the City.

MAINTENANCE OF RIGHT-OF-WAY: Within _____ calendar days from the date of Permit approval, Permittee shall execute a maintenance agreement with the City for the long-term operation, use and maintenance of the encroachment. The terms of the maintenance agreement shall control in the event of conflict with this application/permit.

CONSTRUCTION SCHEDULE: Project scheduling is intended to monitor the progression of tasks over a given time-period and to ensure that the construction schedule is being adhered to and completed in an effective and timely manner. The critical path method (CPM) for scheduling calculates the minimum completion time for a project along with the possible start and finish times for the project activities.

Removal and replacement of the P.C.C. (concrete) street sections shall be from panel to panel. All work shall be performed to the satisfaction of the City Engineer

A two inch A.C. (asphalt) overlay shall be required: one (1) foot from the edge of the trench and towards the closest edge of the existing curb & gutter (east/west/south/north of the trench on _____ and on _____).

- Any sections of the A.C. pavement that are cut for the purpose of boring shall be saw cut, squared off and replaced with the proper pavement thickness plus one inch.
- 1 sack slurry backfill. References a cementitious slurry consisting of a mixture of fine aggregate or filler, water, and cementitious material(s), which is used as a fill or backfill in lieu of compacted earth.
- Compaction reports must be submitted prior to the acceptance of work by the Public Works Engineering Division at 100-foot intervals along the trench line. 95% relative compaction. Structural backfill to be used.
- Asphalt pavement resurfacing, or the placement of the concrete street section must be completed per block segments.
- Utility Company/contractor is responsible to replace all traffic loops removed or damaged during the construction of the project.
- Survey monuments removed and or damaged must be replaced at the cost of the Utility Company/contractor. Centerline tie sheets must be properly recorded with the Los Angeles County Recorder's Office. Copies of the recorded survey monumentation must be submitted to the City prior to the acceptance of work by the Public Works Engineering Division.
- Utility Company/contractor must coordinate construction schedules, proper notifications, the relocation of bus stops, etc. with Metro and Huntington Park Express (City Transportation Division (323) 476-7766) and any other transportation services along _____ and _____ prior to commencing work. Names
- and titles of all Utility Company personnel assigned to the project, including contractors' foreman information shall be provided prior to commencing work. This includes cell phone numbers. If there is a night and daytime foreman, please include separate detailed information.
- Electronic message board (EMB) signs must be secured at all times. EMB must be used throughout the duration of the project. Location(s) must be coordinated with the City and the approved traffic control plan.
- The safety of the personnel working on the project requires the adequate and proper use of safety gear, protective head and eye gear, and proper reflectorized gear.
- Implementation and maintenance of erosion, sediment, and storm water quality control measures are ultimately the responsibility of the contractor.
- Sediment, debris and trash in the public right of way must be picked up using dry methods. A street sweeper must be used at all times to maximize dust control.
- Equipment and material will not be allowed to be stored in the public right of way. An appropriate location will be required to be designated by the contractor and approved by the City as the staging area.
- Permit is issued with the condition that utility pole owners' approvals MUST be obtained prior to attachment to and/or the use of the utility poles.
- The Public Works Engineering Division reserves the right to change or modify the existing conditions, specifications and requirements without notice or obligation at any time at its sole discretion.

Utility Company/contractor is responsible to install stamped identification washers/nails with the utility company's name on all trenches and cuts. You may use the attached sample link for information purposes only: <https://www.fricknet.com/images/catalog/pdf/Asphalt Magnail and Stamped Washer.pdf>. Similar washers/nails may be used in lieu of the information as stated above.

ATTACHMENT "A" – STANDARD PERMIT TERMS AND CONDITIONS

As material consideration for City's approval of the Encroachment Permit application, Permittee covenants and agrees to the following:

1. **INDEMNIFICATIONS:** It is expressly understood and agreed between the parties to this Permit that this is an agreement and permit for access to and for certain events to occur or work to take place on Agency property. This Agreement and permit is not a construction contract or an agreement for design professional services as those terms are defined or used under Title 12 of the California Civil Code (§§ 2772 et. seq.). As an express and material term of Agency's issuance of this Permit, Permittee agrees to indemnify, defend and hold harmless the Agency, its officers, employees and agents (collectively "Indemnitees") from any and all claims, demands, causes of action, losses, expenses or other liabilities for any damage, whether to person or property, whatsoever (collectively "Claims") arising out of or related to the permitted encroachment authorized under this Agreement, excepting there from only Claims caused by the sole negligence or willful misconduct of Agency, its officers, employees or agents. Permittee further agrees to indemnify and hold harmless the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. It is the intent of this condition that Permittee shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and that the Agency, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or inspecting any work or construction arising from this Permit.
2. **DUTY TO DEFEND:** As an express and material term of Agency's issuance of this Permit, Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the Agency, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.

In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

The Agency Engineer may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

3. **INSURANCE:** The permittee shall provide proof of commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG00 01, in an amount not less than: (Check one)

\$1,000,000 per occurrence, \$2,000,000 general aggregate
 \$2,000,000 per occurrence, \$4,000,000 general aggregate
 Other _____

for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the Agency. The Agency Engineer may require the Agency to be named as an additional insured and/or may require an additional insured endorsement in favor of the Agency on an endorsement form to be specified by the Agency. The Agency Engineer may waive the additional insured requirements if he/she determines that the proposed encroachment will not constitute any significant possibility of Agency liability. However, the act of waiving this requirement shall not be construed as a waiver of any other right the Agency may have relating to this Permit and/or the work permitted.

Without limiting Permittee's indemnity obligations, above, Permittee shall procure and maintain throughout the period of the Permit, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII (except as otherwise provided herein) against injury to persons (including without limitation personal injury and bodily injury) or damage to property which may arise from or in connection with the activities hereunder of Permittee and Permittee's officials, officers, employees, apprentices, agents, subcontractors, subconsultants, volunteers or anyone acting on Permittee's behalf in the furtherance of the work authorized under the Permit:

- (a) **Commercial General Liability:** Per occurrence for bodily injury, personal injury and property damage on an occurrence form as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). If the Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL Coverage shall include: a broad form property damage liability endorsement (including completed operations); a contractual liability endorsement naming this Encroachment Permit and any related agreements; and a cross liability endorsement. No Commercial General Liability policy procured pursuant to this provision shall contain or be endorsed to contain cross suits exclusions; prior completed work exclusions; or a contractual liability limitation, including without limitation, any endorsement issued on form CG 21 39 (Contractual Liability Limitation).
- (b) **Automobile Liability:** Per accident for bodily injury and property damage as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). If deemed appropriate by the City Engineering Division, in its sole and absolute discretion, the Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
- (c) **Worker's Compensation as required by the State of California; Employer's Liability:** Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The rating of Workers' Compensation carriers shall be subject to the written approval of the City Engineering Division in its sole and absolute discretion. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- (d) **Course of Construction:** Completed value of the project with no coinsurance penalty provisions, if deemed appropriate by the City Engineering Division in its sole and absolute discretion.

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

1. City and City's elected or appointed officials, officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Permittee; and with respect to liability arising out of work or operations performed by or on behalf of Permittee including materials, parts or equipment furnished in connection with such work or operations. (CG 20 12 11 85 or its equivalent shall be utilized with respect to the CGL Coverage); and
2. Permittee's insurance shall be primary insurance as respects City and City's elected or appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents and volunteers shall be excess of Permittee's insurance and shall not contribute with it;
3. There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Permittee shall furnish City with information regarding such reduction at Permittee's earliest possible opportunity but in no case later than five (5) calendar days after Permittee is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City or City's elected or appointed officials, officers, employees, agents or volunteers; and

4. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the California Civil Code.

With respect to all varieties of insurance required under the Permit, any deductibles or self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (a) the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or (b) Permittee shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses. All varieties of insurance required under the Encroachment Permit shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City or City's elected or appointed officials, officers, employees, agents or volunteers. **Permittee shall provide City with proof of coverage in the form of both certificates of insurance and original endorsements; Permittee may not commence any work under the Permit until it provides City with the requisite proof of insurance.**

4. **SUBCONTRACTOR/ LIENS:** Permittee shall provide a list of all known subcontractors, regardless of tier, prior to ISSUANCE of the Encroachment Permit. The list shall provide the following information: the subcontractor's California Contractors State License Board license number; the subcontractor's name; the subcontractor's designated representative for the work; the subcontractor's address, telephone number (and 24-hour number if different); and the subcontractor's City business license number. Permittee shall notify the Public Works Engineering Division of any changes or additions to the list of subcontractors. Permittee shall keep the property upon which the work is to be performed free and clear of any work-related liens, including without limitation mechanic's liens, materialmen's liens and other like encumbrances. In addition to any other indemnity obligations contained herein or in any related agreement, Permittee agrees to indemnify, defend and hold free and harmless the City from any and all claims of lien (including without limitation materialmen's liens, mechanic's liens and other like encumbrances) placed by any of Permittee's subcontractors in connection with any work performed under the Permit.
5. **CONTRACTOR'S LICENSE:** Applicable State Contractor's License is required. The Contractors State License Board (CSLB) protects consumers by licensing and regulating California's construction industry. There are 43 different licensing classifications.
6. **TRAFFIC CONTROL:** Adequate provisions shall be made for the protection of the traveling public. Permittee shall review and comply with the Work Area Traffic Control Handbook ("WATCH") published by the Southern California Chapter of the American Public Works Association. Upon request of the City's Engineering Division, Permittee shall also prepare and submit a Traffic Control Plan. With respect to traffic control, Permittee shall also comply with all applicable provisions of the Huntington Park's Municipal Code and such other safety measures as may be requested by the City's Engineering Division. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. Traffic shall not be unreasonably delayed.
7. **PROVISIONS FOR PEDESTRIANS:** Where facilities exist, a minimum sidewalk width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where, adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
8. **PERFORMANCE STANDARDS:** All labor and other work performed under the Permit as well as all materials and supplies utilized in connection with the work to be performed under the Permit shall conform to generally recognized standards of construction as well as the requirements of the latest edition of the Standard Specifications for Public Works Construction published by the Southern California Chapter of the American Public Works Association. Permittee shall also comply with all terms and conditions of the Permit and all applicable rules, regulations and ordinances of the City of Huntington Park and other public agencies with jurisdiction over the work.

9. **COMMENCEMENT OF WORK:** Permittee shall notify the City Engineer in writing at least two (2) working days in advance of the time when work shall be started and shall also notify the City Engineer upon completion of the work. Not less than forty-eight (48) hours prior to the commencement of any trenching or any other work which may affect or damage underground facilities, Permittee shall contact Underground Service Alert of Southern California ("Dig Alert") to ascertain the location of such facilities. Dig Alert may be contacted at 1-800-422-4133 or by logging on to www.digalert.org. By signing this Permit application, Permittee acknowledges that Permittee understands the statutes and regulations pertaining to excavation near or in the vicinity of underground utilities and agrees to strictly conform all of Permittee's activities to such requirements. And failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of this Permit.
10. **REVOCATION/ REMOVAL OF ENCROACHMENTS:** Encroachment Permits are revocable upon forty (48) hours' prior written notice to the Permittee. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the Agency Engineer or his/her duly authorized representative at the sole discretion of the Agency Engineer or his/her duly authorized representative. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore Agency right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate Agency property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the Agency Engineer or his/her duly authorized representative, the Agency may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse Agency for all costs incurred.
11. **RESPONSIBLE PARTY:** No party other than the named Permittee or its agent(s) shall be authorized to work under the Permit. Permittee shall be responsible for any damage to any existing public infrastructure. Permittee shall also be responsible for the security of the work site. Any damage caused to Agency structures by reason of exercise of this Permit shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the Agency. Upon notice of damage to Agency structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs or replaced the damaged item, the Agency may make any and all repairs or replacement or have repairs/replacement made and Permittee will be billed and shall reimburse Agency for all costs incurred.
12. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by Permittee that the doing of any work under the Permit shall constitute its acceptance of the provisions of the Permit and all attachments. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by Agency of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee. Issuance of this Permit shall not be construed as an obligation on the part of the Agency to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury or death to person(s) or damage to property arising out of the permitted work.
13. **INSPECTION AND APPROVAL BY CITY:** All work shall be subject to monitoring inspection, and approval by the City. Permittee shall request a final inspection and acceptance of the work within three (3) working days from the completion of the work.
14. **PERMIT ON THE WORK SITE:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT THE JOB SITE AS PROVIDED.** This permit is non-transferable.
15. **CONFLICTING PERMITS:** If a prior encroachment conflicts with the proposed work, the new Permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation shall come at no cost and/or expense to City and shall be borne by the Permittee.
16. **PERMITS FROM OTHER AGENCIES:** The Permittee shall, whenever required by law, secure the written authorization for any work that must be approved or permitted by any federal, state or local agency having jurisdiction.
17. **CARE OF DRAINAGE:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the City Engineer.

18. **WATER CONTROL:** The Permittee shall use Best Management Practices that comply with standards set forth by the City of Huntington Park and the National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements (WDRs) applicable to municipalities within the County of Los Angeles to prevent construction water, debris, or groundwater from entering storm drains.

19. **RESTORATION:** In every case, the Permittee shall be responsible for restoring to the specifications as nearly as may be possible any portion of a City facility, sidewalk, highway or street which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities, sidewalks, highways or streets placed under any permit. If the facility, sidewalk, highway or street is not restored as herein provided for, or if the City elects to make repairs, Permittee agrees by acceptance of the Permit to bear the cost thereof. Paving must be in conformance with City's design standards or approval by the City Engineer.

20. **WORK AREA MAINTENANCE:** Permittee is solely responsible for maintaining any area it uses in a safe, orderly, and clean condition so as to prevent any injury or damage to property or persons.

21. **COST OF WORK:** Unless otherwise stated on the Permit or any other related agreement, all costs incurred for work within a City right-of-way pursuant to this Encroachment Permit shall be borne by the Permittee, and Permittee hereby waives all claims for indemnification or contribution from the City for such work.

22. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMODATION:** The Permittee, for itself and its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (a) no person solely on the grounds of race, color, religion or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any improvements constructed herein; (b) that in connection with the construction of any improvements and the furnishing of services therefrom, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors or in the selection of second-tier subcontractors; and (c) that such discrimination shall not be practiced against the public in their access to and use of the improvements provided for public accommodations (such as eating, sleeping, rest recreation), and operated on, over, or under the space of the right-of-way. Permittee further agrees that in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

23. **NO PRECEDENT ESTABLISHED:** The Permit is issued with the understanding that any particular action shall not be considered to establish any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the right-of-way of the City of Huntington Park or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

24. **PREVAILING WAGE LAWS:** Construction, alteration, demolition, repair or maintenance work performed under a permit issued by the City may require the owner/Permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations See California Labor Code, Division 2. Part 7. (Commencing with section 1720). Streets and Highways Code, Chapter 3, Article 2 Section 671.1. and Opinion of the Attorney General of the State of California. No. 86-803, dated December 31, 1986. Permittee agrees to pay prevailing wages as required under the California Labor Code.

25. **SANITATION DISTRICTS OF LOS ANGELES COUNTY:** New connections to the sanitary sewer system requires proof of clearance from the Sanitation Districts of Los Angeles County (562) 908-4288. Trenching/excavation in connection to sewer work require a separate fee. All sewer spills must be reported. You may call the City's contract operator Severn Trent Company at 323-587-5969 during normal business hours (Mon – Fri 8:00 A.M. to 4:30 P.M.). After working hours and in case of an emergency, please call the Police Department at 323-584-6254.

a. 6-4.02 Connections—Pipes.
Every house connection made with any public sewer of the City shall be made with pipe which shall be first-class, vitrified, salt-glazed, socket pipe or standard cast iron soil pipe not less than six (6") inches in internal diameter for that portion extending from the street sewer to the property line, and not less than

four (4") inches in internal diameter for that portion extending from the property line to the house or building. (§ 1, Ord. 865)

26. **TRENCH:** All trenches are to be backfilled at the end of each work day and paved with temporary AC or put down traffic plates. Permanent trench repair shall adhere to the Greenbook Standard Specifications for Public Works Construction and to the satisfaction of the City Engineer. Permittee shall backfill with native soil and provide a compaction report or backfill with 1 sack slurry.
27. **SCHOOL ZONE:** Contractor is to have flagmen in school zones.
28. **NOTIFICATION:** Residents and businesses affected by the work and directly adjacent to the project area must be notified in writing. Public notices must be submitted to the Public Works Engineering Division for review of content. Notices must be sent to the residents and business a minimum of two (2) weeks prior to commencing work.
29. **PERMIT DURATION:** Per HPMC Section 7-2.105 Permits: Expiration: Reissuance. Every permit issued pursuant to the provisions of the HPMC Chapter 2 CURBS, DRIVEWAYS, SIDEWALKS, MISCELLANEOUS PLAN CHECKS, AND INSPECTIONS shall expire and become null and void if the construction work authorized by such permit is not commenced within sixty (60) days from the date of the issuance of such permit or if the construction work authorized by such permit is suspended or abandoned for a period of sixty (60) days at any time after the construction work is commenced. Each such permit shall, in any event, expire and become null and void after six (6) calendar months following the issuance thereof. Upon the expiration of such permit for any reason, no further work or construction shall be done except in accordance with the provisions of a new permit which may be issued only after a new application is submitted and payment of the fees and deposits required by the provisions of this article for the initial permit is made.

The provisions of this section shall not prohibit the City from completing the work, after notice, and recovering the cost therefor from the deposit provided for in this article. (§ 5, Ord. 1497)

30. In consideration of the granting of this permit, it is further agreed by the applicant that the City of Huntington Park and any officer or employee thereof shall be held harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit's, which may be granted in response thereto, and that all of said liability are hereby assumed by the applicant. Applicant agrees to remove all Underground Service Alert (USA) markings and graffiti placed on public property once work has been completed. The City Public Works Engineering Division will not final or approve any work until all USA markings have been removed and an Identification Survey Nail and Tag is installed on the trench.

FEE SCHEDULE ADOPTED JULY 6, 2017 VIA RESOLUTION 2017-16

DESCRIPTION	SCHEDULED FEES	QTY	AMOUNT	REMARKS
Curb and/or Gutter	\$2.15 Per Lin. Ft. (\$50.00 Min. Fee Per Location)		\$	
Sidewalk	\$0.62 per Sq. Ft. (\$50.00 Min. Fee Per Location)		\$	
Driveway Approach	\$123.61 (Residential) Each \$154.52 (Commercial) Each		\$	
Parkway Drain	\$61.81 Each		\$	
Encroachment	\$154.52 Temporary	1	\$ 154.52	
Sewer Connection	\$123.61 to be determined case by case		\$	
Parkway Tree	\$49.44 Per Tree		\$	
Oversize Load	\$49.44 Per Trip		\$	
Utility Company Street Cuts	\$96.68 + 1.25 Per Sq. Ft.		\$	
Miscellaneous Field Inspections	\$80.35 Per Hour		\$	
Permit Inspection Fee	\$123.61 Each		\$	
Industrial Waste Permits			\$	
<input type="checkbox"/> Initial Processing	\$250.00 Each			
<input type="checkbox"/> Revisions	\$185.42 Each			
SUBDIVISION FEES:				
Tract Map	L.A. County Fees		\$	
Parcel Map	L.A. County Fees		\$	
Monument Inspection	L.A. County Fees		\$	
TOTAL FEE \$154.52			\$ 154.52	

Permittee's Initials:



Date: 10/21/25

Alliance Collins Family College-Ready High School

2071 Saturn Ave. Huntington Park, CA 90255

Phone: (323) 923-1588 Fax: (323) 923-1589

www.collinsfamilyjaguars.org



Rob Delfino
Executive Director

Betzy Solares
Assistant Principal

Brenda Garcia
Assistant Principal

Franc Escobedo
Assistant Principal

Sasha Magidi
Assistant Principal

Jonathan Barrera
Dean of Culture

Date: September 26, 2025

Subject: Property Ownership Confirmation and Permission to Host Event on November 20, 2025

To Whom It May Concern:

I, Betzy Solares, the Assistant Principal of Operations at Alliance Collins College-ready High School, is the authorized representative of the property located at 2071 Saturn Ave. Huntington Park, CA 90255

This letter serves as confirmation of my authority over the property and to grant permission for the hosting of the bike memorial on the premises scheduled to take place on Thursday, November 20, 2025, and I hereby authorize all traffic control persons, and city officials to support this event, provided that all activities comply with applicable laws, regulations, and school/community guidelines.

Should you require any additional documentation or confirmation, I may be contacted directly at (323) 923-1588 or by email at besolares@laalliance.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Solares'.

Betzy Solares Property Owner/Authorized Representative for Alliance Collins Family College-Ready High School



CINCINNATI OH 45999-0038

In reply refer to: 0248164799
Oct. 01, 2021 LTR 4168C 0
47-2892698 000000 00
00010498
BODC: TE

ALLIANCE COLLEGE-READY PUBLIC
SCHOOLS
DEPT LA 25144
PASADENA CA 91185

017562

Employer ID number: 47-2892698
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Sep. 22, 2021, about your tax-exempt status.

We issued you a determination letter in May 2016, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

REPORTS AND INFORMATION

ITEM 1



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 12, 2025

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 THE FIRST AMENDMENT TO ENTRUST PROFESSIONAL SERVICES AGREEMENT FOR BROADBAND PROJECT MANAGEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Amend the Professional Services Agreement (PSA) to Entrust to include design engineering for the City's Broadband Infrastructure Project for a not-to-exceed amount of \$879,742.00; and
2. Authorize the City Manager to finalize terms and execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action modifies the original design/build contract structure for the City's Broadband Infrastructure Project by transferring the design scope from Aztecs Telecom Inc., to Entrust through a formal design amendment, while retaining Aztecs Telecom Inc., as the construction contractor.

Entrust was previously awarded the Project Management role for the Broadband Project and has played a central role in aligning technical deliverables and navigating regulatory pathways with the CPUC. Expanding Entrust's scope to include design services ensure

**CONSIDERATION AND APPROVAL OF THE FIRST AMENDMENT TO ENTRUST
PROFESSIONAL SERVICES AGREEMENT FOR BROADBAND PROJECT
MANAGEMENT**

November 12, 2025

Page 2 of 3

continuity, accelerates plan refinement, and enhances compliance with broadband deployment standards and permitting requirements.

Aztecs will continue to perform construction services under the existing agreement. This revised delivery structure maintains the benefits of the design/build model while optimizing oversight and technical integration through Entrust's dual role as designer and project manager.

The proposed amendment reflects the City's commitment to efficient execution, interagency coordination, and strategic resource deployment. It is consistent with procurement protocols and supports timely advancement of this critical digital infrastructure initiative.

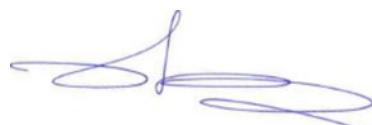
FISCAL IMPACT/FINANCING

Entrust submitted a proposal and fee schedule for the additional design work in the amount of \$879,742.00 which is fully reimbursable through the CPUC Federal Funding. The total amount for Entrust's scope which includes design engineering and project management is \$2,337,214.

CONCLUSION

Staff recommend amending the professional services agreement to Entrust to ensure timely, compliant, and effective design engineering and project management of the City's Broadband Infrastructure Project.

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL OF THE FIRST AMENDMENT TO ENTRUST
PROFESSIONAL SERVICES AGREEMENT FOR BROADBAND PROJECT
MANAGEMENT**

November 12, 2025

Page 3 of 3



GERRY LOPEZ
Director of Public Works

ATTACHMENT(S)

1. Entrust 1st amendment professional services agreement
2. Entrust Design Engineering Proposal

ATTACHMENT "1"



PROFESSIONAL SERVICES AGREEMENT

PROJECT MANAGEMENT AND CONSULTING SERVICES

BROADBAND INFRASTRUCTURE DEPLOYMENT

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **August 18, 2025**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and EN Engineering, LLC d/b/a **Entrust Solutions Group** (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

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 Work**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term not-to-exceed **18 months**, commencing on **August 18, 2025**. Nothing in this section shall limit the CITY's right to terminate this Agreement at any time, with or without cause, in accordance with the terms set forth herein.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Notwithstanding Section 1.3(A), the CONTRACTOR's total compensation during the Term of this Agreement, including any extension thereof, shall not exceed the annual budgeted amount of **\$2,337,214.00** (the "Not-to-Exceed Sum"), unless additional expenditures are first approved by the CITY in consultation with the City Manager and the Director of Finance. If the CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum before the end of the Term or any extension term, the CITY reserves the right to suspend the CONTRACTOR's performance until such time as the CITY approves the additional expenditures or amends 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 damage, costs or additional expenses which CITY may incur because of CONTRACTOR'S cessation or abandonment.

11.

PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the [NAME OF PERSON DESIGNATED] (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 the 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 generally accepted 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 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 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 generally accepted standards of CONTRACTOR'S profession.

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 the 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.

2.5 **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 always be under CONTRACTOR'S exclusive direction and control. CONTRACTORS 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.

2.6 **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 SUB-CONTRACTOR 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.

2.7 **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.

2.8 **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 people retained or employed by CONTRACTOR are, and shall always 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 contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

111.
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 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:** 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: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is 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 form must be signed.

D. Pollution Liability Insurance: CONTRACTOR as an element of its Professional Liability policy shall carry pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insurers. 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 Contractor 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 Contractor'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 are used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be an excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

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 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, except Professional Liability and Worker's Compensation, 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 more than CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage, except Professional Liability, 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 represent and agree 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.

- 3.7 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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 and in compliance with California Civil Code § 2782.8 , 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 to the extent arising out of or in connection with CONTRACTOR'S negligent performance of work hereunder, willful or reckless misconduct 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 the 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 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 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 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 the CONTRACTOR to the reasonable satisfaction of the 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 the CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part.
 - ii. Upon written notice to the 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 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, disseminate and/or retain 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. Provided however, CONTRACTOR shall have no liability for any unintended use or reuse of CONTRACTOR's Work.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for the performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. The 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:

EN Engineering, LLC
D/B/A Entrust Solutions
Group
Attn: Jory Wolf, President
3105 Mountain Park Drive
Calabasas, CA 91302
Phone: (818) 312-7768

CITY:

City of Huntington Park
Attn: Gerry Lopez,
Public Works Director
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6264

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 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 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 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, 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, the 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 Party losing 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 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.
- 6.21 **BUSINESS LICENSE AND W9:** A City of Huntington Park Business license must be obtained before commencing work and a W9 provided prior to submitting first payment request.
- 6.22 **LIMIT OF LIABILITY.** NEITHER CITY NOR CONTRACTOR SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEN OR KNOWN IN ADVANCE BY EITHER PARTY, WHETHER BASED IN CONTRACT,

WARRANTY, TORT OR OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, FINANCING, FUNDING, BONDING, USE, PRODUCTIVITY OR EFFICIENCY, BUSINESS, EQUIPMENT OR FACILITY INTERRUPTION, INEFFICIENCY OR SHUTDOWN, AND DAMAGE TO BUSINESS REPUTATION.

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

CITY OF HUNTINGTON PARK:

By: Ricardo Reyes
City Manager

Date: _____

**EN Engineering LLC. d/b/a
ENTRUST SOLUTIONS GROUP**

By: Jeff Giffen
Chief Operating Officer

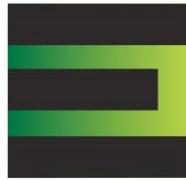
Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

ATTACHMENT "2"



ENTRUST
SOLUTIONS GROUP

Jory Wolf
Vice President of Digital Innovation
jwolf@entrustsol.com
28100 Torch Parkway, Suite 400
Warrenville, IL 60555

City of Huntington Park Design Engineering

Prepared for: City of Huntington Park
Gerry Lopez, Director of Public Works

October 22, 2025

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Cover Letter

November 3, 2025

Gerry Lopez, Director of Public Works
City of Huntington Park

Dear Gerry,

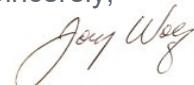
EN Engineering, LLC dba ENTRUST is pleased to submit our revised proposal to the City of Huntington Park for Design Engineering of the City's Fiber Network funded through its State-awarded FFA grant. In addition to the consulting, project management, construction management, and inspection services that ENTRUST is already contracted with the City to provide on this project, we are excited to bring our engineering team onto this project to ensure that the City has a comprehensive, accurate, and professional design that can be constructed within the grant timeline and within the allocated grant funding amount.

ENTRUST has over 20 years of experience in offering Fiber design and solution services. Our Engineers are fully capable of providing the best possible routes for fiber lines, whether it be underground or aerial, with an eye on value engineering projects to fit within defined budgets. We can plan and route fiber designs from start to finish, providing pole make-ready engineering, pole loading calculations, construction prints, professional engineer stamps, and detailed specifications and bill of materials, enabling projects to be constructed smoothly and on-budget.

Our approach to the City's broadband project, as further defined below in our proposed Statement of Work, will build from the concept design proposed in the City's FFA Grant application, breaking out segments of the concept that are "required" to meet grant obligations, while concurrently identifying additional segments of the City that can be funded by the grant budget. We understand the need to complete the design engineering per the schedule below in early 2026 in order to initiate construction and complete the project within the grant deadline. We are prepared to dedicate the design resources and expertise to meet the timeline. We are already working with the same permitting and jurisdictional authorities on the Gateway Cities COG project (also FFA grant funded), and will apply those connections, relationships, and streamlined processes to the City's project.

We look forward to putting our people and our processes to work for you, and thank you for your consideration. If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 818-312-7768 or jwolf@entrustsol.com.

Sincerely,



Jory Wolf
VP Digital Innovation
jwolf@entrustsol.com

Company Overview

EN Engineering, LLC (EN), the operating and contracting entity under the ENTRUST Solutions Group brand, has a legacy rooted in innovation and technical excellence. The company's origins trace back to 1998, when a team of managers, engineers, and designers from the Natural Gas Pipeline Company of America (NGPL) formed the Energy Division of Epstein Architects & Engineers. In 2002, EN Engineering, LLC was officially established as a joint venture between Epstein's Energy Division and the Engineering & Technology Departments of Nicor Gas.

Today, EN is owned by Kohlberg & Company and Neuberger Berman. While EN Engineering, LLC continues to serve as the legal and operational entity for service delivery, it operates under the unified identity of ENTRUST Solutions Group—an integrated network of specialized entities dedicated to delivering innovative infrastructure solutions.

Headquartered in Warrenville, Illinois, ENTRUST has been in business for 23 years and has grown to include:

- 36 locations nationwide
- A workforce of over 3,600 employees
- Team members licensed in all 50 states



Affordability

We use right-sized teams of diverse skill levels and seniority along with our cost-reducing quality management systems.



Adaptability

We can rapidly scale up or down with our 3600+ employees and our 500+ client portfolio.



Diversity Accountability

We promote talented diversity in our hiring practices, supplier engagement, and internship programs.



Community Responsibility

We integrate meaningful partnerships and community-focused efforts into every aspect of our work to support the people and areas we serve.

Our team members specialize in the following areas:

Consulting

Broadband Marketing Studies • Feasibility Studies & Business Plans • Network & Operational Assessments • SMART City Master & Strategic Plans • General Telecommunications Consulting

Design & Engineering

High Level Planning & Design • Low Level Design • Construction Ride Out & Staking • Field Engineering • Make-Ready Engineering & Pole Load Analysis

Project Management & Implementation

Turnkey Deployment Project Management • Network Electronics Procurement & Deployment Oversight • Software, Systems, & Infrastructure Procurement & Deployment Oversight • Business Operations Stand-Up • SMART City Infrastructure Deployment • Wireless Infrastructure Deployment

Construction Management & Inspections

Construction Management • Project Coordination • Construction Inspection

Complex Projects

FTTX • SMART Grid Turnkey Deployment • Consulting & Network Engineering • Project Management & Operations

Grants & Funding

Grant Planning • Grant Program Application Development • Grant Administration & Compliance

Joint Use Assistance

Utility Pole Attachment Coordination • Joint Use Application Preparation • Pole Attachment Agreement Review • Conflict Resolution with Utility Owners

Broadband Infrastructure

FTTH/FTTP Network Design • GPON & Active Ethernet Architectures • Open Access Network Planning • Integration with Municipal Systems

SMART Cities

IoT & Sensor Network Integration • Public Wi-Fi Deployment • Traffic & Utility Telemetry Systems • Smart Lighting & Infrastructure Monitoring

Permitting & Environmental Solutions

Permitting Strategy & Management • CEQA/NEPA Compliance • Environmental Impact Assessments • Utility Coordination & ROW Management

Wireless Infrastructure

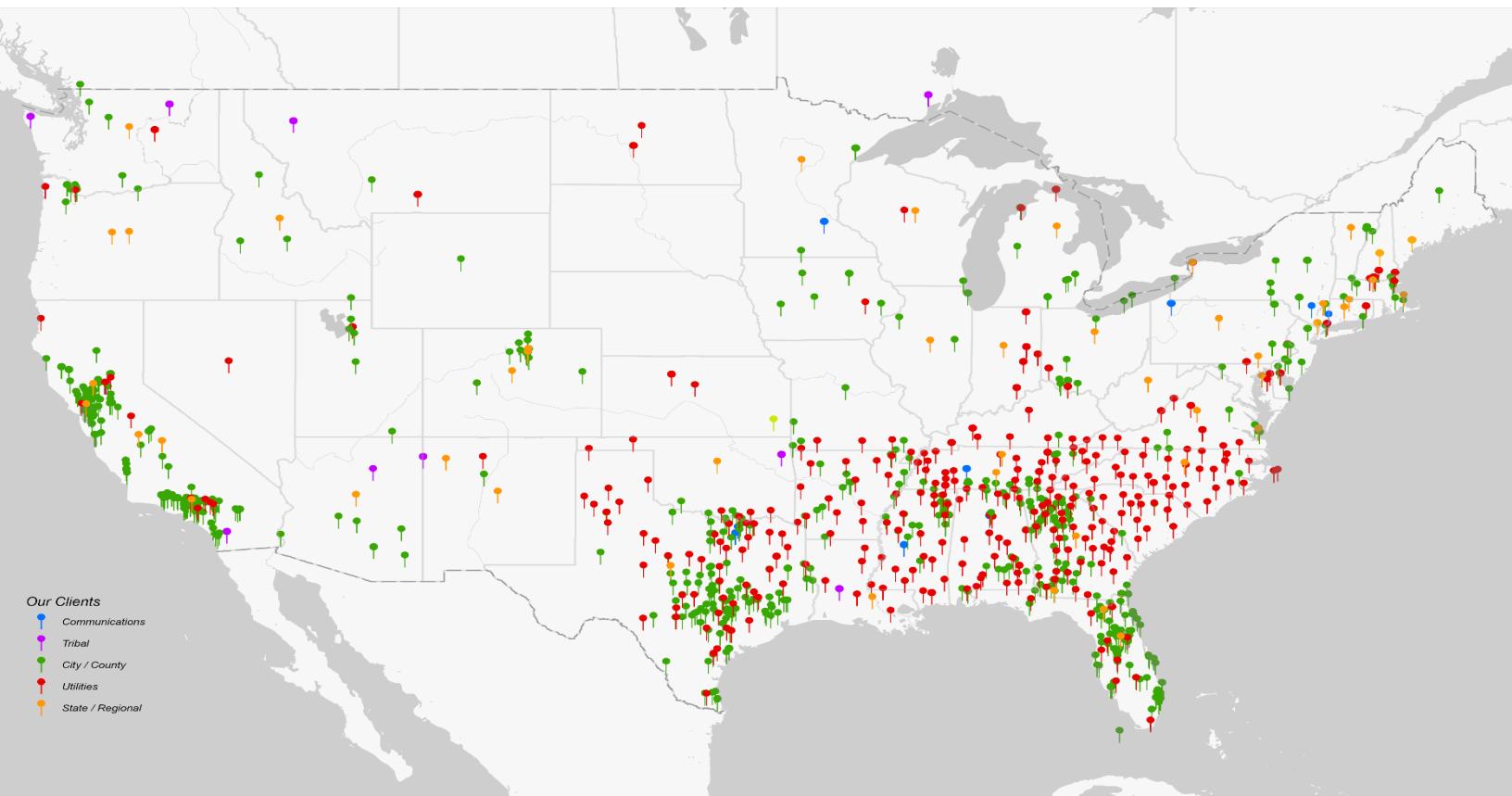
Small Cell & 5G Backhaul Design • Fixed Wireless Access (FWA) • Wi-Fi Network Planning • Wireless Site Acquisition & Zoning

ENTRUST provides fiber engineering, consulting and network implementation to municipalities and utilities whose goal is to improve broadband in their communities. Over 400 municipalities, utilities and cooperatives have used ENTRUST to develop their fiber and broadband networks. Our mission is to connect every community, one at a time, to the digital economy so that no one is left behind. Our work ensures that communities can access every opportunity the internet has to offer so they can thrive in the connected world.

Our turnkey broadband solutions allow our clients to maintain a single partner that fulfills every aspect of planning and deploying broadband networks, with seasoned experts guiding their deployments every step of the way. Our success is based on our clients' success and our fiber solutions enable our clients to serve their citizens' most pressing broadband needs in the digital age.

Our mission is to provide a single-source solution to innovative cities that believe in broadband's ability to transform communities. Our staff comes from other cities that have implemented broadband. They carry the most experience industry-wide in planning, community needs assessments, engineering, construction management, inspections, sales, marketing and operations. ENTRUST provides a full spectrum of services to our municipal clients because we know that they need guidance on all stages of broadband planning and development, as well as guidance on how to fund, deploy, launch, operate, and provide the best levels of services to their citizens and businesses.

Over our 20 years in business, we've worked with over 400 municipalities, with over 1 million miles of municipal fiber designed and 50 municipal fiber networks built and active today. This experience has shaped the way we serve our clients' needs. It's led us to develop a consultative and collaborative approach, ensuring that your community is engaged, and their needs are well-defined. We work hard to develop innovative solutions to deploy broadband networks because we know the political, financial, regulatory, and operational challenges that cities face in implementing these projects.





Business Mission

ENTRUST is committed to **growth** by providing innovative solutions to our clients with a focus on **long-term relationships**, while consistently maintaining the highest level of quality, safety, integrity, and ethics.

People Mission

Our success is achieved through continuously cultivating a culture that values the contributions of our diverse and **talented team** members. We seek out and encourage colleagues who are passionate, curious, and client focused. We maintain an environment of mutual respect and commitment to professional development and advancement.

Community Mission

We are committed to the safety and sustainability of the communities, team members, and stakeholders that we serve. We are a strong catalyst for positive change in the communities where we partner with our clients. We achieve this through charitable **giving**, partnering with **community development** organizations, and creating local **job growth**.



Our Safety Commitment, Our First Priority

- Customers and the community entrust us to keep **safety first** when designing pipelines, facilities, and other installations. This includes addressing all regulations and standards, as well as designing for safer maintenance and upgrades in our work product.
- We insist on a **safe workplace** for our employees, our vendors, our customers, and the community.
- We have set our **safety objective** at zero for vehicle accidents, property damage, lost time, and medical aid injuries by ENTRUST and our subcontractors.

WHY CHOOSE ENTRUST

Who We Are and How We Can Help



Safety

Relentless commitment to safety for our employees, our vendors, our clients, and our communities



Quality

Strict quality control procedures; proven methodologies; impeccable resources; continuous communication with client and project team members



Expertise

Strong focus on the energy industry; nationally recognized subject matter experts; highly experienced, industry-trained core staff



Value

Complete projects on-time and on-budget with low risk to client



Location

Network of 36 offices close to key energy sectors and critical industry hubs



Diversity

ENTRUST utilizes diversity contractors and has implemented a comprehensive Disadvantaged Business Enterprise (DBE) initiative across our services that complies with the needs of our clients

Large enough to serve you nationally, small enough to serve you with our senior staff and industry-leading experts.

Key West Coast Clients			FEASIBILITY STUDY	FIBER MASTER PLAN	BROADBAND BUSINESS PLAN	GRANT DEVELOPMENT	PARTNERSHIP DEVELOPMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	INSPECTIONS & CLOSE-OUT	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
CUSTOMER	STATE	TYPE	BROADBAND PLANNING						ENGINEERING			TURNKEY IMPLEMENTATION					
Alameda County	CA	County	•														
City of Carlsbad	CA	City			•					•							
City of Chula Vista	CA	City	•							•							
City of Concord	CA	City	•							•							
City of Davis	CA	City	•							•							
City of Fairfield	CA	City	•							•							
City of Fremont	CA	City		•													
Ferry County & Colville Tribes	WA	County			•												
City of Glendale	CA	City	•							•							
Grays Harbor PUD	WA	Utility	•														
City of Hayward	CA	City	•							•							
City of Hidden Hills	CA	City						•									
City of Hillsboro	OR	City								•	•	•					
City of Huntington Beach	CA	City	•														
City of Inglewood	CA	City	•							•							
Jefferson Public Utility District	WA	Utility	•	•	•	•	•										
City of La Mesa	CA	City	•							•							
City of Lodi	CA	Utility	•							•	•						
City of Manhattan Beach	CA	City	•								•						
Marin County	CA	County			•				•								
Marion County	OR	County	•	•	•	•	•				•						
City of Mission Viejo	CA	City	•								•						
Napa County	CA	County	•								•						
Navajo Nation	NM	Organization	•								•						
Navajo County	AZ	County		•													
Northern AZ Council of Govt	AZ	Organization		•													
City of Oxnard	CA	City	•								•						
City of Paso Robles	CA	City						•									
Pierce County	WA	County	•	•	•	•	•				•						
Pima Association of Gvts	AZ	Organization	•														
City of Rancho Cucamonga	CA	City	•	•							•	•	•				
City of Rancho Santa Fe	CA	City	•								•						
City of Sacramento	CA	City									•						
City of San Leandro	CA	City	•									•					
City of Santa Ana	CA	City	•									•					
City of Santa Clarita	CA	City	•									•					
Town of Skykomish	WA	Town	•						•	•							
Sonoma County	CA	County	•								•						
South Bay COG	CA	Organization	•	•							•			•	•		•
City of Stockton	CA	City									•						
City of Ventura	CA	City	•									•					
Ventura County	CA	County	•									•					
City of Walla Walla	WA	City	•									•					
City of West Hollywood	CA	City	•									•					
City of West Sacramento	CA	City	•									•					
Whitman County	WA	County	•									•					
City of Winters	CA	City	•									•					
Yolo County	CA	County	•									•					

Statement of Work

PROJECT ENGINEERING

ENTRUST proposes to provide design engineering at the beginning of the project and continue engineering support for the project during the full construction and deployment effort. Engineering support will include a design project management resource, additional fielding efforts in the market as needed, and ongoing management and oversight from ENTRUST. ENTRUST will utilize the existing FFA Grant Application Concept, as shown in Figure 1, to move forward with field engineering, full design, and subsequent deliverables. ENTRUST proposes separating the FFA Grant Application Concept into three phases during design to ensure that the project both meets the FFA grant obligations and requirements while also staying under the allotted \$25.3 million grant award.

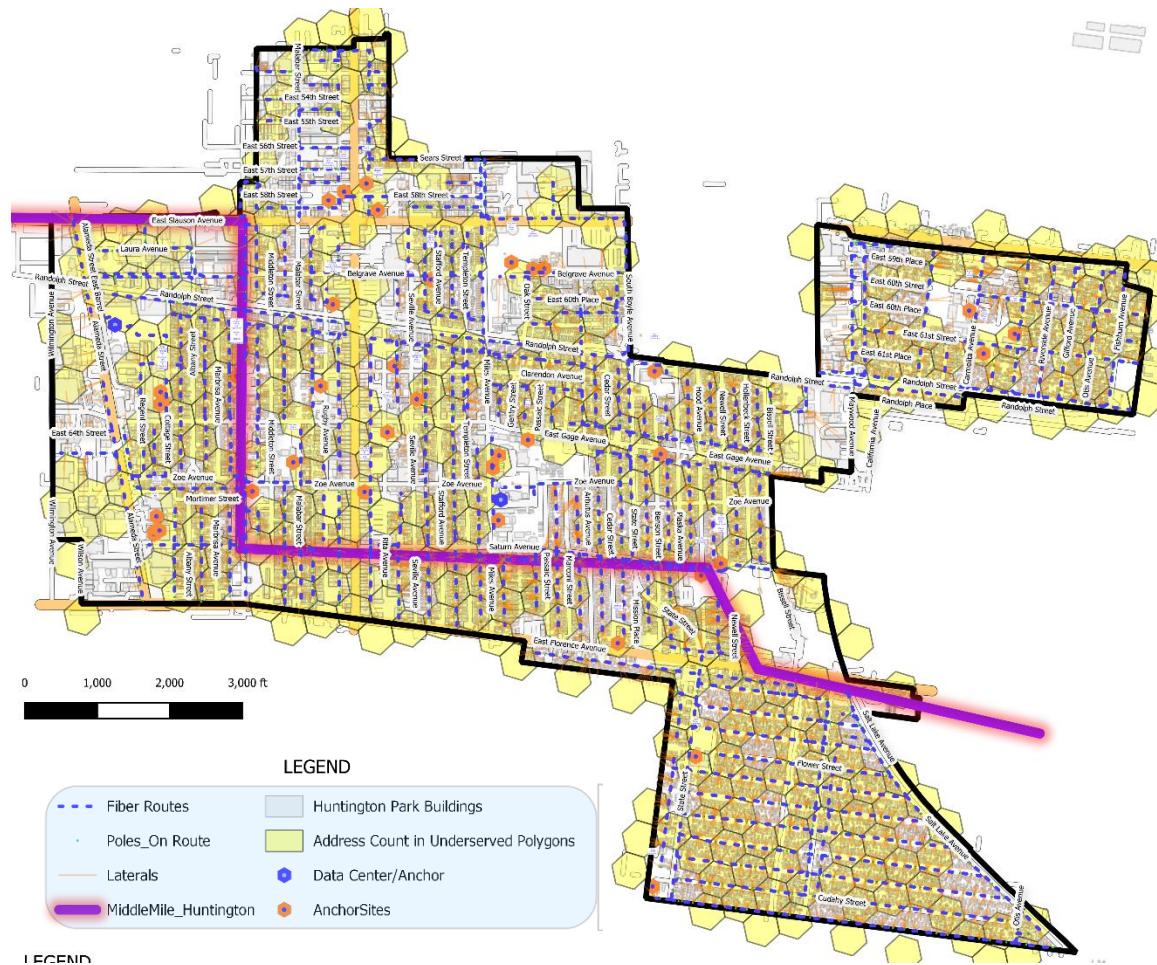


Figure 1. FFA Grant Application Concept

This 3-phased approach will begin by identifying the “minimum required build” for the project that will fully satisfy the grant obligations; the second phase will be segments that, while not required by the grant, could be constructed and reimbursed by the grant within the

\$25.3 million grant award. The third and final phase will be any remaining areas of the City that could be covered in order to provide ubiquitous fiber service; however, as Phase 3 will not be covered by the grant, ENTRUST will only create a High Level Design (HLD) for Phase 3.

- **FFA Grant Application Concept:** ~52 miles of aerial fiber design (excluding service drops)
- **Phase 1 Design:** ~34.7 miles of full fiber design engineering (estimated 95% aerial, 5% underground) that connects all grant-eligible CPUC-identified “unserved” locations.
- **Phase 2 Design:** Full fiber design engineering to additional areas of the City that do not have any CPUC-identified “unserved” locations, but which would be eligible for reimbursement from the FFA Grant. Final lengths and construction methods will be determined during the design process, but tailored to fit within the total \$25.3 million grant.
- **Phase 3 HLD:** High Level Design (HLD) of remaining areas of the City that are not covered under the FFA Grant, but could be constructed at a later date with additional grant funding or potentially with private investment through a public-private partnership with a qualified ISP.

ENTRUST will facilitate a virtual biweekly meeting (with additional meetings/calls as needed) that includes but is not limited to the appropriate Project Manager and a representative from the design engineering team associated with the current phase of the design process. Design will provide a progress update through a geospatially referenced representation of the network (often a Google Earth KMZ), in accordance with the requirements listed in Appendix A.

High-Level Design (HLD) - Path & Placement Design

During the HLD portion of the design engineering, emphasis will be put on optimizing fiber cable design, construction means and methods, vault locations, and existing asset verification, while ensuring that the proposed Phase 1 and Phase 2 fit can be constructed within the allocated grant award. This includes minimizing obstacles meeting the requirements of all fiber networks, and right-sizing key grant submittal metrics. Fibercable path will be optimized to balance the construction costs vs network infrastructure requirements of the client and their partners. During this step we will investigate Rule 20, Moratoriums, easements, wetlands, railroad, and DOT crossings along with any other authorities that may impact design.

Deliverable

The HLD that is to be submitted to the client will consist of a geospatially referenced representation of the network, most often submitted in the form of a Google Earth KMZ. This will include the fibercable design along with relevant design elements, as described in Appendix B. In order to adhere to the tight project schedule and funding timelines, the client will need to review and approve the HLD on a pre-agreed timeline before fielding or low-level design begins. HLD for Phase 3 will not necessarily be included within this first key

deliverable, as it will not be funded by the FFA grant, but may be delivered at a later date within the proposed project schedule to inform future funding strategies, public private partnership negotiations, and future City planning.

Field Engineering

Upon approval of the HLD, design engineering will continue through fielding which will consist of four separate components: aerial fielding, underground fielding, site verification, and existing asset verification. Fielding will utilize Phase 1 and Phase 2 of the HLD to perform the work indicated below. ENTRUST will utilize a combination of ESRI Field Maps, Katapult/IKE software, and existing ENTRUST-generated utility research databases and project basemaps.

Fielding Components

- Aerial fielding is the collection of existing pole data such as images and existing pole attachment heights to be delivered to our internal design team.
- Underground fielding consists of identifying the type and location of existing utility surface structures that directly affect or conflict with the proposed underground design.
- Site walkouts will consist of coordination with a client representative for the on-site visit and data collection of the sites in which fiber is being designed.
- If the client has existing assets, fielding may also include data collection such as verifying the location and size of interconnection points between the new and existing network. ENTRUST will not be responsible for verifying the constructability of the client-owned existing assets. Often, this is done in parallel with underground fielding.

Deliverable

All products of fielding will be internal-only. Not all components fielded will necessarily be utilized in the subsequent steps based on fielding outcomes and design standard expectations. Relevant fielding data will inform the Final Design, and will be included within the Construction and Fiber construction drawings as necessary to ensure accurate labor and materials bidding and construction activities.

Make Ready Engineering / Pole Loading Analysis

Once the aerial fielding has been completed, the engineering design will shift focus to make ready and pole loading analysis. Make ready (sometimes referred to as MRE) consists of analyzing the information received from the aerial fielding along with high-level design and creating make-ready documents that ensure new cables can be located and attached on existing poles, with existing cables and attachments adjusted as necessary, in accordance with pole owner or lessee requirements. This includes but is not limited to strand, guying, anchor, and riser design. Pole Loading Analysis will calculate the impact of newly-placed cable to ensure poles are still safe and will not require replacement upon new construction. Design will then modify the aerial portions of the high-level design that will require rerouting based on the make ready and pole-loading analysis. ENTRUST is a qualified engineer in the State of California to provide MRE and PLA calculations to existing pole owners and telecom providers, including AT&T, who would be the lessor of attachment space.

Deliverable

The make ready and pole loading analysis will produce a complete deliverable package that can be used by the client for review before pole attachment application submittal to the appropriate owners. The MRE and PLA work will also inform the final design, ensuring that re-routes are identified as necessary, and that all specifications and standards for construction are included within the Construction Maps and bid package. This will also include a plot map that combines the make ready and geospatially accurate representation of the aerial design. These items, while created during this step, will be produced during the final design deliverables phase.

Final Design

The final design work in the project engineering process is the final design package – construction drawings, maps, fiber maps, MRE and PLA analysis, single line diagram, permit identification maps, and a detailed Bill of Materials that outlines the specific labor and material units necessary for construction and accurate bidding. Focus will be on fiber cable size, splicing and splice closure locations, slack loops, and other network-specific elements, as outlined in Appendix B. This phase ensures the client has the full network design and all documentation that supports the implementation of the construction stage. ENTRUST will deliver a 90% version of the Design to the client for review and approval prior to making any final adjustments and changes and completion of the Final Design package and documents. The design will include connecting signalized intersections and City facilities that are immediately located on the design alignment and will provide capacity planning for connecting other facilities and intersections in the future. Design of connections to City facilities will require the City to disclose locations of existing building entrance facilities and connection locations. In order to adhere to the tight project schedule and funding timelines, the client will need to review and approve the Final Design on a pre-agreed timeline before construction can begin.

Final Design Deliverable Outlined in Appendix “B.”

Permitting

Permitting work involves identifying all permit agencies for all city, county, environmental and historic preservation agencies across the project area.

Permitting Application Preparation & Submittal

Local conditions and variables affect the exact type, number and cost of required permits. Specific requirements for the number and types of permits required will be determined during high-level design. ENTRUST can provide all materials for permit applications and assist with preparation and submittal on a time and materials basis. In addition to separate, independent fees for permits charged by authorized jurisdictions (see below for Permit & License Fees), on average, ENTRUST has found permit application preparation costs in California, depending on specifics within each jurisdiction, range in costs between \$1,700 to \$4,200 for each Caltrans crossing, \$1,500 to \$2,700 for railroad crossings; wetlands permits start at \$1,500, but can vary depending on local conditions. ENTRUST would undertake this work on a strict Time & Materials basis to streamline the work and minimize

costs; see Price Proposal for more details and range estimates. In addition, there are a number of City-specific encroachment permits required for this project; the City could utilize a “blanket” approach to these permits, which should not only reduce the permit preparation costs, but also reduce the internal City costs for reviewing those applications (and corresponding time for reviews).

Permit & License Fees

Large broadband projects typically not only require permit application preparation work, but also corresponding permit review fees to be paid directly to the jurisdictional authority issuing the permit (or license). Some agencies not only charge a “permit application review fee” but, assuming the permit is approved, will then charge an additional license fee. After preparing permit applications, ENTRUST will submit application packages directly to the jurisdictional authority on behalf of the City, and, with City pre-approval on a permit by permit basis, submit payment of those permit review and license fees; these fees (all grant-eligible) would be billed back to the City at cost + 10% (see Price Proposal below for more information).

P.E. Stamps

Engineering documents associated with this proposal will be reviewed, signed, and sealed by licensed Professional Engineers in accordance with California’s regulatory standards, including the California Business and Professions Code 6735 and Title 16, Section 411 of the California Code of Regulations. This applies to final plans, specifications, calculations, and reports, which will bear the engineer’s signature, discipline-specific PE stamp, and date of certification. The stamp will meet the requirements set by the California Board for Professional Engineers, Land Surveyors, and Geologists (BPELSG), including a minimum diameter of 1.5 inches and inclusion of the licensee’s name, number, and discipline. Electronic seals and signatures are acceptable if they provide a permanent representation and comply with state guidelines. This process ensures regulatory compliance and reflects our commitment to technical accuracy, safety, and professional accountability.

As-Builts

ENTRUST proposes to complete the as-built digitization of the project, once constructed, which will enable the City to accurately collect, track, analyze and report on key broadband infrastructure assets that it has deployed and operates across the City. We propose to build a geo-correct layer for the City’s conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information as listed below under GIS Data Feature Class Layer Assumptions from these layers, we will proceed to identify all fiber-optic assets placed during the City’s Fiber Optic Network roll-out and document types of fiber cable, strand count, splice points, splice cases, slack loops, terminations, and related information.

ENTRUST will use the existing client schema or utilize an industry standard from the design phase if not applicable. Construction information related to changes in the field, as-built and redline information will be acquired and reviewed in real time.

Completion of as-built digitization is dependent upon the contractor completing construction and providing redlines.

Project Timeline

- ◆ Ongoing Task
- Deliverable

Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
Aerial & Underground Design	◆	◆	◆	□										
Fielding	◆	□												
MRE/PLA		◆	□											
Permitting		◆	◆	◆	◆	◆	□							
P.E. Stamps				□										
As-builts					◆	◆	◆	◆	◆	◆	◆	◆	◆	□

Price Proposal

The total project engineering cost to the City of Huntington Park is \$879,742 and will be billed monthly based on actual unit deliverables. Project Permitting costs are estimated between \$426,000 and \$1,622,900, and will be billed monthly based on actual Time & Materials (for ENTRUST's work on permit application preparation) and pass-through expenses + 10% (for direct permit & license fees). Travel and Expenses, not to exceed \$48,458, will be billed as actuals as incurred. ENTRUST will bill on the first day of the month for the current month's services. Invoices are payable on net 30 terms from the date of invoice.

Design Engineering costs are estimated and may be adjusted based on the data collected and knowledge gained during the effort with client consent.

Description	Measure	Unit ¹	Unit Cost	Total
Project Engineering				
Aerial & Underground Design	FT	274,560	\$ 0.33	\$ 91,614
Fielding	EA			\$ 73,447
Make Ready Engineering	Pole	2,196	\$ 150.00	\$ 329,472
Pole Loading Analysis	Pole	2,196	\$ 150.00	\$ 329,472
P.E. Stamps	Page	250 ²	\$190.00	\$ 47,500
Construction As-Builts	FT	274,560 ³	\$ 0.03	\$ 8,237
Project Engineering Subtotal				\$ 879,742
Expenses				
Travel & Expenses (Actual Costs Incurred – Not to Exceed)				\$ 48,458
Permitting				
Permit Application Preparation	T&M	Hourly		TBD ⁴
Permit Application Fees & License Fees				Actual + 10% ⁵

¹ Units are estimated based on the City's FFA Grant Application Concept; as routes are finalized during the design process, the City will only be charged the Unit Cost rate for the actual number of units designed by EN.

² PE Stamps/page units are estimated based on the City's FFA Grant Application Concept; the City will only be charged the Unit Cost rate for PE Stamps based on the actual number of pages/stamps required.

³ The City will only be charged the Unit Cost rate on As-Builts based on the actual LF constructed.

⁴ Permit application preparation will be billed based on Actual Time & Materials based on the hourly rates identified in Table 1. Preliminary analysis indicates an estimated number and type of permits required, with the estimated cost range for each, as shown in Table 2.

⁵ See Table for a preliminary estimated range of type, number, and cost of direct permit application fees and license fees, based on the FFA Grant Concept.

Table 1 - Hourly rates for work by position for T&M Deliverables

Position Description	Rate
Principal (SVP/VP)	\$325.00
Project Executive (Director)	\$262.50
State - Licensed Professional Engineer	\$262.50
Sr. Broadband Consultant	\$210.00
Broadband Consultant	\$175.00
Sr. Project Manager - Implementation	\$195.00
Project Manager - Implementation	\$165.00
GIS Manager	\$150.00
GIS Analyst	\$105.00
Senior Grant Manager	\$145.00
Grants Analyst	\$120.00
Design Technician I	\$100.00
Design Technician II	\$115.00
Senior Design Technician	\$135.00
Design Manager	\$165.00
Field Engineer	\$100.00
Project Coordinator/Analyst	\$90.00
Permitting Coordinator	\$100.00
Make Ready Engineer	\$135.00
Sr. Construction Manager	\$175.00
Construction Manager	\$155.00
Inspector	\$140.00
Network Engineer	\$160.00

Table 2 – Permit Application Preparation Cost Estimates

Jurisdiction	# of Permits Required	Estimated Application Preparation Costs Range
City	26	\$75,000 - \$110,000
Caltrans	0	None Anticipated
LA Flood	1	\$4,000 - \$8,000
LA County	10	\$11,000 - \$19,000
Union Pacific RR	9	\$27,000 - \$36,000
BNSF RR	5	\$14,000 - \$21,000
Total Estimated Costs		\$131,000 - \$194,000

Table 3 – Direct Permit Application Fees and License Fee Estimates⁶

Jurisdiction	# of permits	Application Fee	Min License Fee	Max License Fee	Total Fee (MIN)	Total Fee (MAX)
Union Pacific Railroad	9	\$ 8,000	\$ 5,000	\$ 120,000	\$ 117,000	\$ 1,125,000
Caltrans	0			None anticipated		
LA County	10	\$ 200	\$ 12,700	\$ 15,000	\$ 129,000	\$ 277,000
BNSF Railroad	5	\$ 2,000	\$ 7,800	\$ 32,500	\$ 49,000	\$ 201,500
City	27			Assume waived		
TOTAL					\$ 295,000	\$ 1,603,500

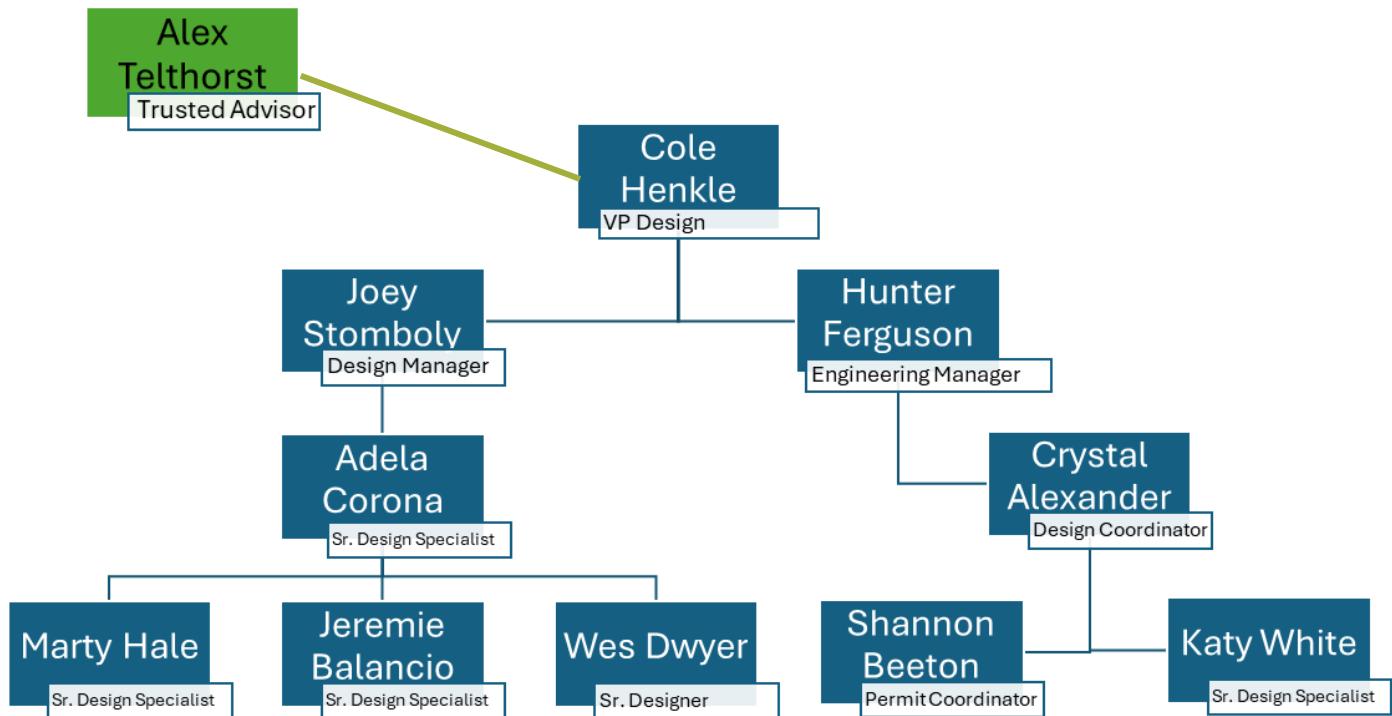
⁶ The range of anticipated permit and license fees, even at the maximum amount, are projected to fit within the City's FFA grant award.

Project Teams and Experience

PROJECT TEAMS

Design Engineering Team

The design engineering team assigned to this project will be working closely with the City's Trusted Advisor and Project Manager, Alex Telthorst, ensuring communication across all aspects of the project including Project Management, Construction Management, Inspections, and Consulting.



TEAM MEMBER RESUMES

Jory Wolf

VP of Digital Innovation

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Resume Highlights

Engineering Design

Project Management

Operations Management

QA/QC

Years with EN Engineering: 5

Years of Experience: 35

Primary Office Location:
999 18th Street Suite 3000
Denver, CO 80202

Education:
Management Information Systems -
University of California, Los Angeles
Los Angeles, CA

Bachelor of Science in Psychology
and Biology -
California State University Northridge,
Los Angeles, CA

Awards:

- Los Angeles Business Journal,
2012 CIO Lifetime Achievement
Award
- Public Technology Institute
Award, Management Strategies
- Public Technology Institute
Award, Telecommunications
Strategies
- Helen Putnam Award, Innovative
Government Services
- Public Technology Institute
Award, Interactive On-line
Services
- Los Angeles Consortium of
Governments Award, Best
Practices in Technology

OVERVIEW:

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with innovative network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Since joining Magellan Advisors in July 2016, Jory has led teams that have worked on 50+ government projects in broadband master planning, feasibility studies, wireless strategic planning, 5G small cell policies, dig once policies and smart city.

RELEVANT EXPERIENCE:

Implemented broadband systems that support innovation in government services and enables public service and community stakeholder institutions to improve community health, education, safety, and wellbeing.

Planned and managed the implementation of a new \$9.5 million P25 compliant trunked public safety radio system for first and second responders as part of the ICI regional interoperable system.

Planned and managed the City's centralized automated systems and related services, including personnel and equipment and provided strategic development and use of information technologies; overseeing design and implementation of new systems; coordinating citywide acquisition of software and hardware, including development and implementation of a long-range funding plan for maintenance and replacement of hardware; and managed operations and customer support functions for software applications, telecommunications systems and network systems and related technology services.

Established goals and policies in accordance with mission and service level objectives; prioritized and supervised the implementation of goals and objectives.

Managed the preparation and administration of operating and capital improvement budgets and recommended and approved technology budgets and expenditures for all departments.

Developed and implemented citywide long-range information systems strategies, which involved facilitating discussions with City management regarding current and anticipated information services requirements, applications development, enhancement requests and alternative approaches.



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Will Morat

Senior Manager, Consulting

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Resume Highlights

- Strategic Planning
- Project Management
- Public Policy
- Quantitative Analysis
- Financial Management
- Economic Development

Years with EN Engineering: 2

Years of Experience: 16

Primary Office Location:
Remote

Education:

Master of Public Administration,
Syracuse University
Bachelor of Social Science,
California State University Chico

Certifications:

PIO Team/Joint Information
Center (US Dept of Homeland
Security)
EOC Management; Earthquake
Response (CSTI)

OVERVIEW:

Will has 16 years of experience leading complex projects in government, communications, and economic development. He has led public fiber optic network projects from the nascent stages all the way through launch. His focus is on leveraging public assets with private investment to realize community benefit: closing the Digital Divide, improving public services through technology, and enhancing the quality of life and economic environment.

Will brings a background in public policy, local government administration, and cross-departmental experience in project management that complements the critical role of broadband in community growth and development.

RELEVANT EXPERIENCE:

City of Sacramento Broadband Strategic Plan Project Manager

Developed the City of Sacramento's Broadband Strategic Plan, incorporating public and private assets, assessing the current market, conducting a thorough needs assessment through data analysis and community engagement, a field survey of cellular coverage, and identifying a conceptual design and phased implementation plan. *Location: Sacramento, California*

Los Angeles County Broadband Feasibility Study Project Manager

Developed the Office of the CIO's broadband feasibility study targeting eight of the County's most vulnerable areas. Assessed the market and need, identified a cost-effective wireless conceptual design, and developed a capital budget and operational revenues and expenses to connect more than 85,000 households. *Location: Los Angeles County, California*

Ventura County Regional Broadband Initiative Project Consultant

Support the County's broadband efforts, including a phased implementation plan, grant opportunities, public-private partnership negotiations, and engagement with other public agencies for a regional network that enables last-mile connectivity. *Location: Ventura County, California*

VallejoNET – Broadband Public-Private Partnership Project Manager

Built the City's revenue-positive Municipal Broadband Project from initial study all the way through service launch, engineering an 11-mile resilient loop with redundant backhaul, including negotiating a public-private partnership with an ISP to provide day-to-day network management and retail data services. *Location: Vallejo, California*



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Alex Telthorst

Senior Broadband Consultant

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Resume Highlights

- P3 Partnerships
- Project Management
- Local Government
- Network Lifecycle

Years with EN Engineering: 1+

Years of Experience: 11

Primary Office Location:
Remote

Skills

- Project Management
- Local Government
- Public / Private Partnerships
- Fiber Optic Networks
- Microwave Networks
- Public Speaking
- Small Business Development
- Affordable Housing Development

OVERVIEW:

Alex Telthorst is an expert in public/private telecommunications projects. He has more than ten years' experience successfully designing and implementing wide area telecommunications projects in some of the most geographically challenging parts of Colorado. He has provided critical project management to Local and Regional Government clients as they work to improve broadband service in their communities. He has successfully managed the conception, funding, partner onboarding and construction of dozens of miles of buried and aerial fiber optic cable as well as microwave relay and last-mile towers serving thousands of locations. He has been a featured speaker and panel member at Mountain Connect, the Colorado Broadband conference.

RELEVANT EXPERIENCE:

Colorado Fiber Community Buena Vista, CO
Senior Project Manager 2014-2023

Managed broadband network design, infrastructure construction and public outreach on middle-mile and last mile networks for local government contracts across Colorado. Secured millions of dollars in state and federal grant funds to build projects in unserved and microwave last-mile network. Managed county-wide last mile build out passing and connecting 2000+ homes and businesses.

Blue Tail Technology Buena Vista, CO
Senior Consultant 2011-2016
Provided Managed IT and CIO Services for SMB and Local Government Clients.
Implemented virtualized server environments for increased access and efficiency.

Century Health Denver, CO
Field Engineer
Onsite IT Engineer supporting multiple hospitals, technologies, and critical services.
Managed Health system transition to electronic medical records (EMR).

Qwest Communications Denver, CO
Wholesale Network Analyst
Managed critical long-haul infrastructure break-fix for national customers.



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Cole Henkle

Vice President of Design and Engineering

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Resume Highlights

- Engineering Design
- Project Management
- GIS
- QA/QC

Years of Experience: 12

Primary Office Location:
999 18th Street Suite 3000
Denver, CO 80202

Education:
Master of Architecture
Kansas State University

Skills:

- Leadership
- Project Management
- Project Planning
- OSP Design
- Project Estimates
- Public Speaking
- Customer Service
- Sketching
- Google Suite
- Microsoft Office
- Adobe InDesign
- ESRI ArcMap
- Lucid Charts

OVERVIEW:

Cole has a decade of experience managing large broadband designs. He manages the full life cycle of engineering projects from inception to completion, managing all permitting activities and personnel in local and remote locations. He has direct experience working with major carriers, municipalities and regional governments on regional fiber and broadband deployments across the US, some of which include Google Fiber, Verizon and the Cities of Boulder, CO, Chesapeake, VA, Portsmouth, VA, and Ann Arbor, MI.

RELEVANT EXPERIENCE:

Magellan Advisors

Director of Broadband Design

Led the design and development of broadband networks. Managed a team of engineers and designers to execute network plans. Collaborated with cross-functional teams to ensure the integration of broadband technologies for the desired specifications of our clients. Prepared phasing and technical specifications for construction deployments. Ensured compliance with regulatory standards. Oversaw project budgets and timelines.

Actavo

Project Manager – Team Lead - Designer

Managed all aspects of fiber optic design projects including building, scope negotiations, budgets, outside plant design, permitting, geo-spatial data, and invoicing. Lead a team of up to 50 colleagues domestically and abroad while increasing programmatic efficiencies and reducing ineffectual engineering time, planning, and fielding. Developed new employee training, methods of procedure, and performance review processes adopted company-wide. Delivered monthly business reviews covering financial tracking, deliverables, and client risk and opportunities. Streamlined input methods for national broadband providers design data.

Atlantic Engineering Group

Team Lead - Designer

Designed and implemented neighborhood fiber optic networks to deliver residential internet and television service to the entire Kansas City metro area for a Fortune 100 client "Fiber to the Home" project. Led a team of five to ten Design Engineers developing a Scope of Work and creating construction drawing sets with AutoCAD Map 3D that contained basemaps, individual neighborhood fiber design drawings from inception to completion. Conducted feasibility analyses to determine the most profitable design changes, including extensions and re-routes



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Joseph Stomboly, PM

PM of Design

Page 1 of 2
rev. 1/25/24

Resume Highlights

- Financial Planning, Strategic Design, and PM
- Strategic Planning of Resources and Contract Negotiations
- Broadband Deployment and Market Planning
- Operations and Performance Management

Years of Experience: 13+

Primary Office Location:
Kansas City, MO

OVERVIEW:

As an experienced professional, Joseph is dedicated to creating efficient and effective solutions that exceed customer expectations. With a natural talent for project management and sales, he sets goals and works tirelessly to overcome obstacles by implementing innovative and creative solutions that drive business growth and enhance client relationships. Joseph believes in leveraging the latest technology to generate new revenue streams, create more jobs, and drive long-term business success. He has a broad industry experience, having been involved in every step of the process, from initial walkouts to active customer engagement. As a local of Kansas City with years of experience working in and around the city, he has designed and fielded over 4,000 locations personally, also managing multi-million-dollar markets and projects. As an out-of-the-box thinker and quick learner, he is always looking for new ways to enhance his skills to drive better results. Joseph is an experienced, innovative, and driven leader, committed to delivering exceptional performance while building strong, lasting business relationships.

RELEVANT PROJECTS:

EN Communications, an ENTRUST Solutions Group Sector – PM of Design

As a Project Manager of Design in the telecommunications industry at a municipality-focused company, Joseph oversees the design and execution of infrastructure projects, ensuring compliance with local and state regulations. He manages a team of designers and engineers, developing project plans, and liaise with clients to ensure project objectives are met on time and within budget. Joseph's role involves overseeing the design and installation of a range of telecommunications infrastructure solutions, including Fiber, Copper, CIPs, and MDUs, among others. His ability to manage complex projects, communicate effectively, and lead a team is integral to the success of delivering high-quality infrastructure solutions to our clients.

Amdocs- PMO National OSP Engineering Manager, PM of Processes/Training

As a seasoned telecommunications project manager, Joseph has overseen a vast continental territory with diverse teams, including US and India-based project managers, vendors, and field engineers. Through strategic initiatives, he secured a multi-year primary vendor contract and expanded his team by over tenfold, while successfully penetrating new markets and introducing innovative processes. His role involved optimizing processes, enhancing customer relations, and spearheading improvements in OTP, training, and PL drivers. Joseph meticulously provided comprehensive project status reports, driving high-level management insights and consistently seeking process enhancements through research, design, and deployment.



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Joseph Stomboly, PM

PM of Design

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solutions, he significantly expanded his workforce across the continental US. Staying current with OSP processes, Joseph conducted regular training sessions for PMO groups and OSP engineers, fostering continual growth and efficiency. His track record reflects a profitable service territory, marked by high customer satisfaction, PO awards, and pioneering new styles of work for additional capital generation. Additionally, he handled diverse responsibilities stemming from prior experiences, showcasing a dynamic and comprehensive skill set.

CHC Consulting-OSP PM/Designer/ Field Engineer

As a project manager and fielder/designer, Joseph managed purchase orders, verified facilities, designed, and fielded a variety of infrastructure solutions, including Fiber, Copper, CWO, MDUs, and more. His technical expertise, attention to detail, and problem-solving skills were critical in managing complex projects, maintaining compliance with guidelines, and delivering exceptional results for clients in the telecommunications and utilities sectors. His ability to travel to project sites, conduct field assessments, and coordinate with on-site staff ensured flawless execution of all project components, whether it was data collection or design. Joseph delivered high-quality infrastructure solutions that exceeded client expectations and helped drive the success of his team.



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Adela Corona

Sr. Designer

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Date: 2/01/224

Resume Highlights

OSP Network Design

Project Management

Construction Management

Overall Network QA/QC

Years of Experience: 10+

Primary Office Location:
Apple Valley, CA

Education:

- Associates Drafting & Design
- Solid Works Certification
- Inventor Pro Certification

Operational Skills:

- AutoCAD
- ArcGIS/3GIS/OSPI
- 3D Design/ Rendering

OVERVIEW:

Experienced OSP Engineer & Designer: During this time, I have grown within various teams to create & revitalize designs with million-dollar contracts while out- performing the competition. I have envisioned and grew drafting, design and engineering departments within multiple companies. I have a passion for product concept and design, bringing creative and proficient ideas to minimize company errors and improve productivity. Companies like Verizon and Crown Castle's 5G networks within Riverside County, South Los Angeles, San Francisco, and Downtown San Diego areas have provided an in-depth level of data collection necessary for project completion. During these projects I was responsible for overseeing and coordinating with designers, construction, fielding, permitting and sub-contracting departments to ensure full workflow and data records keeping.

RELEVANT PROJECTS:

Independent Contractor | OSP Design & Consulting

Worked with several companies in multiple roles that mostly involved the training of staff which included Design and Engineering responsibilities.
Location: San Francisco, CA

Ridgeline Telecom | Fiber Engineer

Delegated and facilitated the design of several large-scale 5G networks where I accelerated the engineering department through creative problem solving. Established and formalized fiber design in ArcGIS for submittal to Verizon. Responsible for identifying potential obstacles early and quickly to avoid downstream delays in production.
Location: Riverside & South LA, CA

Crown Castle | OSP Engineer

Designed and maintained large-scale San Diego fiber network. Managed communication and tracking with several sub-contractors, while increasing proficiency in outdated tracking methods through creative solutions
Location: Downtown San Deigo, CA

Verizon | Lead Project Manager LA South & Mission Viejo

Maintained forecasting and tracking of South Los Angeles networks. Expedited delivery of multiple 4G/5G cellular tower infrastructure. Delegated and supervised multiple A&E and construction companies.
Location: South LA & Irvine, CA

HP Communications Inc.

Develop Das small Shroud and Bracket designs. Rendered Node Profile and equipment Construction Designs
Location: South LA & Irvine, CA



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Wesley Dwyer

OSP Designer

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Resume Highlights

- OSP Design
- Geospatial Analysis
- Network Design & Architecture
- Permitting

Years of Experience: 10+

Primary Office Location:
Redlands, CA

Software Experience:
- AutoCAD
- ArcGIS
- 3GIS

OVERVIEW:

Wesley Dwyer has spent the last ten years striving to design the most optimized fiber networks with an emphasis on cost-savings and ease of construction all while avoiding potential timely obstacles. Working from a background in low level OSP design such as conduit design and traffic control, he has gained experience in the various levels of OSP design and engineering including fiber design and network infrastructure. Wesley specializes in efficiently creating accurate and highly detailed network designs which he then creates clear and concise demonstrations of. Some of the recent highlights in his career include the position of Lead Fiber Engineer for multiple companies responsible for Verizon's 5G network design in Riverside County, South Los Angeles, and San Francisco. During these projects he was responsible for overseeing and coordinating a team of designers, designing full fiber network, and performing regular data analytics for the use of Verizon engineers. Most recently, Wesley has been working with EN Engineering for the past two years where he is primarily responsible for designing city-wide broadband networks. He also performs various other responsibilities such as data management and the creation of high-priority permit designs.

RELEVANT PROJECTS:

Independent Contractor | OSP Designer & Software Developer
Worked with several smaller companies in several roles that mostly involved the training of staff and executing OSP designer and engineering responsibilities. Spearheaded engineering efforts in Verizon's San Francisco 5G network and created a variety of software for general data management.

Ridgeline Telecom | Lead Fiber Engineer & Systems Specialist
Delegated and facilitated the design of several large-scale 5G networks where he accelerated the engineering department through creative problem solving. Established and formalized fiber design in ArcGIS for submittal to Verizon. Responsible for identifying potential obstacles early and quickly to avoid downstream delays in production.

Ridgeline Telecom | Lead Designer
Organized design and drafting team with thousands of miles designed and permitted. Recruited, trained, and monitored over 30 employees in OSP designer positions. Established automated templates and CAD standards used in thousands of permits.

Mountaintop Communication Services | Lead UG and TCP Designer
Supervised a small team of 6+ drafters through multiple complex county wide projects. Trained and merged multiple teams through company reorganization. Revamped existing templates and standards leading to improved productivity.



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Jeremie Balancio

OSP Designer

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Resume Highlights

OSP Design

Geospatial Analysis

Permitting

Years of Experience: 10+

Primary Office Location:
Rancho Cucamonga, CA

Software Experience:

- AutoCAD
- ArcGIS
- 3GIS

OVERVIEW:

Over the past decade, Jeremie Balancio has built a comprehensive career in OSP designer/engineering, specializing in the full spectrum of design work including low-level design, Conduit layouts and traffic control planning. His experience spans multiple phases of OSP projects, allowing him to develop a deep understanding of both technical design standards and real-world field implementations. As a lead designer for different companies, Jeremie has been responsible for producing precise and compliant permit plans across a variety of municipalities, ensuring accuracy and adherence to local requirements. Through experience, he has strengthened his ability to manage complex design projects, coordinate effectively with cross-functional teams, and deliver reliable, high quality infrastructure solutions that meet both client and regulatory expectations. Most recently, Jeremie has been working with EN Engineering for the past two years where he is primarily responsible for designing city-wide broadband networks. He also performs various other responsibilities such as data management and the creation of high-priority permit designs.

RELEVANT PROJECTS:

Ridgeline Telecom | Fiber Engineer

Design of several large-scale FTTH. He accelerated the engineering department through creative problem solving. Established and formalized fiber design in Frogs for submittal to Verizon. Responsible for identifying potential obstacles early and quickly to avoid downstream delays in production.

Ridgeline Telecom | Lead Designer

Organized design and drafting team with thousands of miles designed and permitted. Recruited, trained, and monitored over 10 employees in OSP designer positions.

Mountaintop Communication Services | UG and TCP Designer

Working in dynamic and fast-paced settings has strengthened my ability to adapt quickly, absorb new skills and methods effectively, and continuously enhance productivity to achieve and surpass production goals.



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Marty Hale

OSP Broadband Designer

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Resume Highlights

Engineering Design

Quality Control

Map Plotting

Permitting
Splice Documentation

Years of Experience: 30

Primary Office Location:
999 18th Street
Suite 3000
Denver, CO 80202

Education:
NCTI, Centennial, CO
Certified Master Technician
Course for Management
Course for Supervision

OVERVIEW:

I have worked in the telecommunications industry for over 30 years in many different positions that have broadened my skillset. I am a seasoned leader with a unique blend of experience in project coordination, OSP engineering, estimating, and plant design. I possess a well-rounded skill set in creative problem solving, operational troubleshooting, risk assessment, project management, process improvement, and successful at overcoming challenges in the industry.

Experienced includes OSP Design, Project Estimate Preparation, Project Coordination, Aerial and Underground construction, Quality Control, Map Plotting, GIS Software, AutoCAD, Word and Excel.

GIS experience includes validation and drawing of new and existing fiber networks, entering all required features and attributes using ArcGIS Pro.

RELEVANT PROJECTS:

DETCOG

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- QC of fiber plant and map plotting for permitting.
- Adhering to project procedures and timelines

Mecklenburg Electric Cooperative

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- QC of fiber plant and map plotting for permitting.
- Adhering to project procedures and timelines

Rancho Cucamonga Municipal Utility

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures and Attribution.

- QC of fiber plant and map plotting
- Splice Documentation
- Adhering to project procedures and timelines

Waterloo, Iowa

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- Adhering to project procedures and timelines



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Marty Hale
OSP Broadband Designer

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Palo Alto, CA

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- Adhering to project procedures and timelines

Chesapeake VA

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- Splice Documentation
- Adhering to project procedures and timelines

Sherwood OR

Design of fiber plant, which includes placement of Fiber Cables, Conduit, Handholes, Splice Closures, Dimensions and Attribution.

- Coordination of Fielding
- Splice Documentation
- Adhering to project procedures and timelines



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Hunter Furgerson

Design Manager

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Resume Highlights

FTTH Design

OSP Detailed Design

Years of Experience: 10

Primary Office Location:
Huntsville, AL

Education:
A.A.S. Drafting and Design
Technology, Summa Cum
Laude, Northeast Alabama
Community College

Drafting and Design
Technology, DeKalb County
Technology Center

Professional Certifications:

- Autodesk Certified
User: AutoCAD
- Kubota Manufacturing:
Kaizen Continuous
Improvement
- Certification Microsoft Office
Certification: Word
- OSHA 30-hour Certificate
of Completion. OSHA 10-
hour Certificate of
Completion

Software Proficiencies:

- Microsoft Office 365
Products
- Trello
- QuickBase
- Katapult
- ArcGIS
- QGIS
- Solidworks
- AutoCAD
- Inventor

OVERVIEW:

Design leader experienced in providing team collaboration to serve multiple project initiatives. Adept in a variety of resource management, process controls, GIS, and CAD software platforms. Possesses a strong passion in developing efficient and high-functioning groups to solve complex processes.

RELEVANT EXPERIENCE:

ENTRUST Solutions Group
Design Manager (July 2024 - Present)

- Leading the Engineering Support team to serve all communication projects.
- Providing a structured organization to support all engineering services.
- Supporting leadership team for project initiatives, productivity metrics, and employee engagement.

ENTRUST Solutions Group
Design Coordinator (Feb 2024 – July 2024)

- Lead multiple support teams to provide permitting and make ready engineering services for all communication projects.
- Coordinate with other internal design teams to support large project initiatives and meet client schedules.
- Create and maintain task run rates for labor estimations and proposal building/verification.

ENTRUST Solutions Group
Manager of Detail Design (Jun 2022 – Feb
2024)

- Lead a design team to support the Investor-Owned Utilities market.
- Coordinated with project management and design management to establish process enhancements and create standardization.
- Developed design resources to support multiple project initiatives.

FiberRise Communications
Lead OSP Design Engineer (Sep 2021 – Jun
2022)

- Lead multiple design groups to support a variety of communication projects for electric cooperatives and investor-owned utilities.



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Hunter Furgerson

Design Manager

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FiberRise Communications
OSP Design Engineer (Dec 2020 – Sep 2021)

Worked with team leadership to support design efforts for a variety of communication projects.

RELEVANT EXPERIENCE (cont'd):

GH Metal Solutions
Designer

TVA CADNet School-to-Work Program
Designer



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Crystal Alexander

Design Coordinator

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Date: 6/20/2025

Resume Highlights

Make Ready Design Coordinator

Make Ready Design Technician

Make Ready QA/QC

Years of Experience: 7+

Primary Office Location:
Huntsville, AL

Education:

- Bachelor of Science GIS

Operational Skills:

- IKE Office
- ArcGIS Web
- Katapult
- Microsoft Office
- Google Earth
- NJUNS
- OCalc
- Quick Base

OVERVIEW:

Experienced Make Ready Design Senior Technician: In 7 years I have grown within various projects starting with pole calibration, make ready, make ready QC, pole loading analysis, third party notification systems, pole application submissions and status monitoring, make ready trainer, project planning and make ready coordinator. I have found solutions to limit unnecessary steps and increase efficiency. I enjoy providing solutions to problems, bringing creative and proficient ideas to minimize company errors and improve efficiency. During these projects I was responsible for overseeing and coordinating with project coordinators, project managers, designers, construction, fielding departments to ensure full workflow and data records keeping.

RELEVANT PROJECTS:

City of Hillsboro – Hillsboro OR - 18 FTTH Des & Const Mgmt

Make Ready Design Coordinator

Lead make ready technician for 6 years. Create jobs in IKE Office, performs fielding audits on fielded poles and coordinates with the fielding team to ensure poles were collected. Perform pole calibrations, make ready, create and submit pole application submissions for PGE and Ziply and create and track third party notification systems using NJUNS. Creates Make Ready Deliverables for client and reviews Make Ready construction maps. Help the client create make ready, third-party notification systems and pole application submission for special situations. Monitor PGE and Ziply pole attachment statuses and violations and coordinate with the client to correct them. Attends monthly meetings with project manager and clients to report progress.

City of Ukiah – Ukiah - Design Engineering

Make Ready Design Coordinator

Assisted with make ready project set up, meeting with client and pole owners. Create jobs in IKE Office, performed fielding audits on fielded poles and coordinated with the fielding team to ensure poles were collected. Planned, coordinated and organized make ready and pole loading analysis tasks using GO95 regulations for strand and lash fiber attachments. Performed make ready QC, pole loading analysis QC, make ready and pole loading analysis client deliverable packaging and make ready construction map QC. Attended weekly meetings with project manager to report progress.

City of San Buena Ventura – San Buena Ventura - Design Engineering

Make Ready Design Coordinator

Create jobs in IKE Office, performed fielding audits on fielded poles and coordinated with the fielding team to ensure poles were collected. Planned, coordinated and organized make ready and pole loading analysis tasks using GO95 regulations for strand and lash fiber attachments. Performed make



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Crystal Alexander

Design Coordinator

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Date: 6/20/2025

ready QC, make ready client deliverable packaging and make ready construction map QC. Attended weekly meetings with project manager to report progress.

City of Ventura County – Ventura County - Design Engineering Make Ready Design Coordinator

Create jobs in IKE Office, performed fielding audits on fielded poles and coordinated with the fielding team to ensure poles were collected. Planned, coordinated and organized make ready and pole loading analysis tasks using GO95 regulations for strand and lash fiber attachments. Performed make ready QC, make ready client deliverable packaging and make ready construction map QC. Attended weekly meetings with project manager to report progress.

City of Lathrop – Lathrop - Design Engineering Make Ready Design Coordinator

Create jobs in IKE Office, performed fielding audits on fielded poles and coordinated with the fielding team to ensure poles were collected. Planned, coordinated and organized make ready and pole loading analysis tasks using GO95 regulations for strand and lash fiber attachments. Performed make ready QC, make ready client deliverable packaging and make ready construction map QC. Attended weekly meetings with project manager to report progress.

City of Vacaville – Vacaville - Design Engineering Make Ready Design Coordinator

The make ready and fielding teams transitioned to Katapult Pro for pole collection and I coordinating the training for both teams, set up the model editors and customized the interface to meet our make ready and fielding teams needs. Create jobs in Katapult, performed fielding audits on fielded poles and coordinated with the fielding team to ensure poles were collected. Planned, coordinated and organized make ready and pole loading analysis tasks using GO95 regulations for strand and lash fiber attachments. Performed make ready QC, make ready client deliverable packaging and make ready construction map QC. Attended weekly meetings with project manager to report progress.

Cumberland County, NJ – CumbCounty Middle Mile Perm-MR-O Calc Make Ready Design Coordinator

Assisted with make ready project set up, meeting with client and pole owners. Met with client and pole owners to assist with pole lease agreements. Created jobs in Katapult, performed fielding audits on the fielded poles and coordinated with fielding team to ensure poles were collected. Planned, coordinated and organized make ready tasks using NESCA make ready regulations for strand and lash fiber attachments. Performed make ready QC and assisted manager with monthly revenue recognition. Attends weekly meetings with project manager and clients to report progress.

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Katy White

Make Ready Coordinator - Design Technician II

Date: 07/08/2024

Resume Highlights

OSP Aerial Design

Leadership

Quality Control

Project Management

Years of Experience: 7

Primary Office Location:
Remote, CA

Education:

- Bachelor of Arts – Liberal Studies
- Metrolink Railroad Contractor Safety Certification

Operational Skills:

- GO95
- SPIDAcalc/O-Calc Pro
- ArcGIS/3GIS
- Joint Pole/Tenant Applications

OVERVIEW:

Experienced Aerial Designer and OSP Engineer with an expertise in make ready engineering, pole loading analysis, and joint pole applications. I have knowledge of project planning and data analysis with the ability to successfully supervise an aerial engineering team. I possess a wide range of experience with several California markets including Riverside, LA South (Orange County), LA North (Los Angeles), Bakersfield, Grass Valley, and San Francisco with clients and utilities including Crown Castle, MCI Metro/Verizon, ExteNet, Southern California Edison and Pacific Gas & Electric as well as experience with NESC Standards. I have been promoted a number of times within my seven years and also been given the opportunity to move laterally across departments. I have worked closely with fielding, permitting, drafting and project management teams to ensure the best quality of work through the aerial and OSP departments I've been a part of. I have an eye for detail and a passion for organization in every aspect of life which promotes a high level of quality control.

RELEVANT PROJECTS:

City of Fresno, City of San Luis Obispo, Cumberland Salem NJ | Fresno, CA, San Luis Obispo, CA, Various Cities, NJ

Perform quality control on make ready engineering (MRE) projects, delegate tasks to make ready design technicians, provide expertise by answering questions and holding training sessions, cascade information and deadlines from project managers to production team members and vice versa, have a solid knowledge of project statuses.

LA South BAU/OneFiber | Orange County, CA

Manage utility requests for LA South OneFiber market using 3GIS - research area, review as-builts if available and communicate about existing facilities to requesting party. Maintain contact and working relationship with members of SCJPC, attend committee meetings and pass along updated committee information as needed. Manage projects and engineering tasks in assigned area (LA South BAU/OneFiber) to maintain OSP infrastructure.

LA South, LA North, MCI | Los Angeles, Orange, Riverside, and San Bernardino Counties, CA

Oversee production and flow of the entire OSP Aerial department for several projects and markets simultaneously in a fast-paced, high stress environment. Successfully execute and track quality, efficiency, and productivity of direct reports up against tight deadlines from upper management and clients. Report day to day completion of projects to upper management and clients as well as bring issues, obstacles, and solutions to light.



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Shannon R Beeton

Project Coordinator

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Resume Highlights

- Nortel Basic Access Routing System (Bars)
- Nortel PBX (Private Branch Exchange) All aspects.
- All Voicemail systems used on PBX by Sprint.
- AT&T Autoforms, CTS, CSSng, Cell On Wheels, TOY
- Avaya Key systems,
- Nortel ACD queue systems.
- Partial training on VOIP Cisco.
- VOLTE / CRAN All aspects.

Years of Experience: 2

Primary Office Location:
Olathe, KS.

Education:
Bachelor of Science
Missouri State University
Springfield, MO.

Professional Organizations & Affiliations:
Toastmasters

OVERVIEW:

- Pentair- Project Controls Analyst- Supported Project Managers and reporting for the department, driving milestones to ensure that client product was distributed and installed on time as promised. Entered new client orders as well as tracked change orders.
- Cerner- Test Analyst I- Tested all of the proprietary Health systems for the Veterans projects, to determine and correct any flaws on the system prior to the go live dates.
- Black and Veatch- Project Facilitator / Team lead- Lead a 5-person team on the AT&T turf project supporting both the Macro and 5G along with VOLTE projects and AT&T proprietary project for CRAN. Was single point of contact for the CRAN project for the nation. For AT&T. Career contained of many items such as Database Management, Project Management, Testing, Troubleshooting, along with financial support, leasing docs (project from start to finish on the project, including final leasing docs and sign off on the project to completion.
- Sprint- Designed complex telecom and voice systems for business clients throughout the Kansas City Area.

RELEVANT EXPERIENCE:

Black and Veatch
Project Facilitator / Team Lead

Worked with the company 7 years in Mobile services with A&T. Became SME on all of the databases utilized by this client (Autoforms, CTS, CSSng, QuickBase, etc. Trained not only our customer on how to use the systems but also trained all new incoming employees. Moved from this position to SME for the 5G project for the entire nation for AT&T client. Any questions doing with either 5G or AT&T's upcoming proprietary product above 5G I was the SME on this project, and all came to me for answers. Always provided technical support, as well as customer service for each client in all aspects of the Project as promised on time while supporting a team of 5 employees. Responsible for streamlining processes on client's databases by automating insertion processes.

Meridian IQ Logistics / Noatum
Logistics Coordinator II

Was responsible for 2 of the largest grossing clients in company. Managed their shipping practices for their clients through a 3rd party logistics company. Ensured all services were done in timely manner and monetarily effectively. Items that the client ordered that were specialties, always booked them and made sure that the freight was delivered on time as promised along with the special services.

Sprint
System Design Engineer / Project

Assisted on the Blue Valley School District Project, delivered on time as promised. Installed switch in the First Federal Bank and Treasury in Topeka KS, delivered as promised and on time to customers distinct specifications.

Total experience in Telecom industry equals 14 years.
Total experience in Logistics industry equals 7 years

RELEVANT PROJECTS:

Ann Arbor MI Fiber Installation

RELEVANT PROJECTS: (cont'd)

Mecklenburg Electric Virginia



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References

1. Gateway Cities Council of Governments, CA – Consulting, Design Engineering and Project Management

Contact: Hector De La Torre

Phone: 562-663-6850

Email: hdelatorre@gatewaycog.org

Scope of Work Summary: The Gateway Cities Council of Governments (COG) is a good example of the phased approach used by ENTRUST where we take our public agency clients through feasibility, master planning, grant assistance, policy development, design engineering and project and construction management for implementing community based broadband networks. The COG is comprised of 27 cities in Los Angeles County and is located in one of the most densely populated regions in the country. For decades, this collection of small cities with insufficient resources has lacked investment from utilities and telecommunications service providers. They see access to the digital world as a key component in remaking their economies and uplifting their communities and quality of life through telework, telehealth and distance learning. They see fiber and wireless networks as critical infrastructure for fostering Smart City, including intelligent transportation, public safety effectiveness, environmental monitoring and controls, energy management and development of a tech workforce for high paying jobs. In 2021, the COG selected ENTRUST to assist them with broadband planning that produced a Regional Fiber Master Plan. The Plan cost \$169K and provided a conceptual design, costs and a phased implementation plan for building a network. In 2022, the COG selected ENTRUST to assist in obtaining grant funds in the amount of \$500K to complete full design engineering of the network and to assist in obtaining additional grant funds to build the fiber network infrastructure. ENTRUST completed design engineering and submitted grant applications that were awarded by the California Public Utilities Commission (CPUC) and the California Department of Technology (CDT) for \$104M. ENTRUST is now providing consulting, design engineering and project management in building networks for the COG, CPUC and the CDT through the end of 2026 and expects to add construction management services through an upcoming contract amendment. Through ENTRUST's phased approach, our clients are able to implement the vision of their digital future.

2. City of Waterloo, IOWA

Contact: Eric Lage

Phone: 319-291-0175

Email: eric.lage@waterloofiber.com

Scope of Work Summary: The City of Waterloo, Iowa selected ENTRUST in 2019 as its partner in the development of a Broadband Study and Action Plan that will identify needs and opportunities for future broadband expansion and growth.

ENTRUST assisted the City of Waterloo in preparing for the internet of things by integrating fiber-to-the-home broadband and smart city technologies into the City's Broadband Study and Action Plan, a long-term plan, which will ensure that Waterloo is prepared to take advantage of all future wired and wireless applications which

may benefit the community. Our team developed an implementation strategy and action plan for Waterloo, allowing the City to immediately begin making improvements to the community's broadband services.

In April 2021, the City of Waterloo extended ENTRUST's contract to complete Design, Engineering and Permitting activities for a 120-mile fiber-optic backbone identified in the Action Plan. This backbone is in the process of being constructed and will connect hundreds of City and Utility sites and will provide the necessary capacity to support a Fiber-to-the-Home deployment. ENTRUST is now completing project and construction management for the network.

3. City of Chesapeake, VA – Fiber and Wireless Network Design

Contact: Jay Krali

Phone: 504-920-3181

Email: jkrail@cityofchesapeake.net

Scope of Work Summary: ENTRUST worked with the City to engineer the 170-mile C-NGN fiber-optic network and complementary smart city wireless overlay, branded Chesapeake Connects. ENTRUST conducted detailed assessment of each stakeholders' needs and developed the network design to maximize community use of the fiber. The network connects over 200 community facilities including city, school, library, hospital, public utility, public safety and traffic locations. The design also incorporates Chesapeake's economic development goals by ensuring that key business corridors are equipped with high-capacity fiber. ENTRUST engineered over 170-mile route miles of fiber, including fielding, low-level design, construction prints, permitting, master budgets and construction bids. In late 2020, ENTRUST's scope was expanded to determine how Chesapeake Connects will support organizations during and after the COVID-19 pandemic focusing on telehealth and remote education. ENTRUST's process of design, then bid, then build is giving the City best approach to minimize the cost of construction, select the most capable construction contractor and ensure rapid deployment of the network. The City of Chesapeake began construction by July 2021 and is working with ENTRUST to accelerate the timeline, targeting 18-24 months for completion of major construction related activities.

Appendices

Appendix A

Client Asset Requirements

- City Drive Obstacles
- Moratoriums
- Beautification/ Undergrounding
- Capital Improvement Projects
- Existing Assets (if any)
 - Existing Structures (Conduit, Vaults, Poles, Strand, etc)*
 - Existing Network Equipment (Fibercable, Splice Closures, Cabinets, etc)*

Client Partnership Implications

- JPA (Joint Pole Agreement) Partnerships

Fiber Design Requirements

- Data Centers
- Client/Parner/Provider Data Centers
- Unassigned Data Center Default Location
- Complete List of Sites and/or Address
- Drop sites vs non drop sites
- Future vs current sites
- Client owned vs non client owned
- Site point of contacts (site verification)
- Fiber Allocation/Splicing Requirements
- Client vs Partner Fiber Split Agreement
- Client vs Partner Fiber Ribbon Assignments
- Client splicing requirements, Partner splicing requirements
- Existing Fiber Dark Counts for splicing (if required)
- Backhaul Requirements
- Allocated Fiber per Site / Address / Hut / Hub
- Redundancy (Dark Fiber vs Ex. Infrastructure)
- Proposed fiber splicing vs existing infrastructure splicing
- Individual Network Requirements
- Material Products Specifications
- Fibercable - Loose, ribbon, reel lengths
- Splices – Existing infrastructure matches, preferred expansion size, etc
- Fiber infrastructure Identified
- Mesh, Ring, Hub and Spoke
- GPON, FTTH Point to Point
- Cable sizing
- Backbone/Lateral/Distribution Sizing

- Sizing in relation to partner contracts

* Existing assets are assumed to be in a format that is both legible and manageable to pull the required data from. This may include but is not limited to construction prints, KMZs, shapefiles, layer packages, etc. The package delivered by the client must include the exact assets that are intended to be used with no uncertainty about location, access, or usability status. Existing assets must be derived from these records and cannot be identified and utilized from institutional knowledge. If any of these conditions are not met, the existing asset will not be used or might require a change order to utilize in the future.

Appendix B

This itemized list will refer to “fiberable design elements.” The design elements are as follows as applicable to the project requirements. Design elements include (1) Fiberable, (2) Conduit, (3) Vaults, (4) Strand, (5) Poles, (6) Anchors, (7) Risers, (8) Sites, (9) Splice Closures, and (10) Slack Loops. Additional fiber design elements may be included as required by the fiber infrastructure.

Deliverable List

- ArcGIS Pro Layer Package (.lpkx) of all design elements.
- ArcGIS Shapefiles (.shp) of all design elements.
- Google Earth KMZ (.kmz or .kml) of all design elements.
- Underground Construction Maps (.pdf)
- Aerial Construction Maps (.pdf)
- Fiber Construction Maps (.pdf)
- Single Line Diagram (.pdf)
- Permit Identification Overviews (.pdf)
- Permit Authority Research (.zip)
- Bill of Materials (.xlsx)

Deliverable Explanations

ArcGIS Pro Layer Package - This is an ArcGIS proprietary package that can be opened directly in ArcGIS Pro. All fiber cable design element's labeling and symbology are setup in ArcGIS beforehand and make for a quick and easy review process. ENTRUST utilizes an industry standard set of feature classes and schema.

ArcGIS Shapefiles - This will consist of a separate shapefile export for each of the fiber cable design elements. The purpose of these separate shapefile exports is for end users that will be utilizing other GIS applications to review the network such as ArcMap or QGIS. All shapefile files for all design elements (about seven per design element) will be zipped and submitted in one folder.

Google Earth KMZ - This will consist of an export of our ArcGIS database into a file format that can be opened directly in Google Earth. While the formatting will be extremely close to the Layer Package, it does lack some of the labelling features but will be the most distributable of the deliverables as the file can be opened by a free application everyone has access to, Google Earth.

Underground Construction Maps - This (11x17) PDF deliverable encompasses all necessary information for the construction crew to build the underground plant. It includes legends, construction specifications, an overview, and detailed construction prints.

Aerial Construction Maps - This (11x17) PDF deliverable encompasses all necessary information for the construction crew to build the aerial plant. It consists of legends, construction specifications, overview prints, and make ready notes.

Fiber Construction Maps - This (11x17) PDF deliverable encompasses all necessary information for the construction crew for placing fiber and splicing. It consists of legends, splicing specifications, overview prints and elements details.

Single Line Diagram (SLD) - This is a PDF (11x17) that simplifies the entire fiber allocations into as few pages as possible. The goal in this is to condense information to account for all fiber allocations into a singular document. It consists of legends, splicing specifications, overview prints and cut sheets.

Permit Identification Overviews – These are PDFs that mirror the construction and aerial documents but are isolated from the various authorities that will require some sort of encroachment permit to perform construction. Separate crossings shall be assigned permit names and sequence numbers in preparation for encroachment permit package creation.

Permit Authority Research – These will be zipped packages of various information required for the creation of encroachment permits including but not limited to authority standards, creation and submittal cost estimates ranges and encroachment permit examples.

Bill of Materials - ENTRUST will create a final design cost estimates for the fiber network which itemizes all labor, materials, and equipment costs. We will provide a comprehensive bill of materials with unit rates for construction, based on local labor costs that are commensurate with the current market. This bill of materials will supply each per unit cost for outside plant construction, splicing, termination, testing, wireless siting, construction, installation, and activation.

Note:

- All deliverables are provided project wide. Individual design area deliverables are to be identified during the project kick-off meeting.
- Permit identification overviews will be created for all authorities that highlight the proposed areas of encroachment.
- Sample deliverables from similar markets can be provided upon request, and can be utilized during the project kickoff to determine market specific deliverable.

Appendix C – EN Engineering MSA

MASTER PROFESSIONAL SERVICES AGREEMENT

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of _____, 2023 between _____, an _____ corporation ("COMPANY"), and EN Engineering, LLC a Delaware limited liability company ("ENGINEER"), hereinafter referred to as the "parties" or individually as "party," under the following circumstances:

WHEREAS, COMPANY wishes to engage ENGINEER to perform certain engineering and related professional services ("Engineering Services") and certain construction management services ("Construction Management Services") for COMPANY from time to time on an as needed basis and ENGINEER is willing to provide from time to time on an as needed basis such Engineering Services and Construction Management Services to COMPANY in accordance with the terms of this Agreement; and

WHEREAS, the parties wish to execute this Agreement to establish the general terms and conditions, which will govern the present engagement and any future engagements between the parties; and

WHEREAS, the parties contemplate that for the present engagement and each future engagement they will also execute a schedule which will reference and become a part of this Agreement and will describe in detail the specific Engineering Services and Construction Management Services, personnel, fees and term of the engagement as well as any other provisions agreed to by the parties

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

- Services.** Engineer shall perform the Engineering Services and Construction Management Services (collectively referred to as "Services") for COMPANY as set forth in Schedule 1 and as agreed to and executed by the parties and set forth in schedules referencing this Agreement ("Schedule"). Each Schedule shall specify the scope of the Services, the fees and expenses (if any) to be paid to ENGINEER by COMPANY for such Services. Each such Schedule shall be identified in consecutive numerical order. In the event that parties desire to modify a Schedule, the parties shall execute a written change order evidencing such modifications ("Change Order"). In the event of any conflict or apparent conflict between any Schedule and/or Change Order and this Agreement, the Schedule and/or Change Order shall govern.

The Effective Date of a Schedule shall be the date on which such Schedule is fully executed by COMPANY and ENGINEER. The terms of this Agreement shall apply to all

Services performed by ENGINEER in accordance with a Schedule and the terms of this Agreement shall not be altered or modified except by the written agreement of ENGINEER and COMPANY. ENGINEER agrees that time is of the essence in performing the Services.

1.1 Personnel. All personnel furnished by ENGINEER shall be appropriately qualified to perform the Services. Should any personnel furnished by ENGINEER be unable to perform the Services under this Agreement because of illness, resignation or other causes beyond ENGINEER's control and without ENGINEER's fault, ENGINEER shall use all reasonable efforts to replace such personnel promptly. COMPANY reserves the right to demand that ENGINEER replace any personnel assigned to perform the Services that COMPANY reasonably believes are not performing to the level of COMPANY's expectations.

1.2 Change in Service

- A. Change in Service shall be defined as any service required to be performed in the furtherance of a Schedule as a result of: (i) COMPANY requested modifications to the scope of ENGINEER's Services and (ii) events which were not reasonably foreseeable by ENGINEER, which require ENGINEER to incur additional costs or to perform additional Services not provided for in a Schedule. All such additional costs or services must first be approved by COMPANY in writing.
- B. ENGINEER shall not be required to perform a Change in Service unless and until a Change Order has been issued and signed by COMPANY's designated Representative and ENGINEER's Representative as set forth in Section 13 of this Agreement.

1.3 Change Orders

- A. Each party, without invalidating this Agreement or a Schedule, may request a Change in Service, with or without a change in the required time to complete the Services under the Schedule ("Time of Performance"). Such request must be submitted in writing by the requesting party.
- B. If a request for Change in Service is mutually agreed to, such mutual agreement shall be evidenced by a written Change Order issued by COMPANY, signed by COMPANY's designated Representative and ENGINEER's designated Representative and setting forth the increase or decrease in fee to which ENGINEER is entitled pursuant to Paragraph 1.3.C. Any Change Order, which affects a Schedule, shall become part of such Schedule.

C. Unless otherwise expressly provided in a particular Change Order, COMPANY shall compensate ENGINEER for a Change in Service at the hourly rates set forth in Exhibit A (“Change in Service Compensation”).

1.4 ENGINEER'S RESPONSIBILITIES

A. ENGINEER shall perform Engineering Services in accordance with the following terms:

1. The standard of care for all Engineering Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality.

2. ENGINEER may employ such sub-consultants as ENGINEER deems necessary to assist in the performance or furnishing of the Engineering Services. ENGINEER shall not be required to employ any sub-consultants unacceptable to ENGINEER.

3. ENGINEER shall comply with applicable laws or regulations and COMPANY mandated standards provided in writing to ENGINEER. This obligation is based on these requirements as of the Effective Date of each individual Schedule. Changes to these requirements after the Effective Date of the Schedule that require ENGINEER to perform services beyond ENGINEER's Engineering Services set forth in the Schedule shall be considered a Change in Service for which ENGINEER shall receive Change in Service Compensation. Under such circumstances, the Time of Performance set forth in the Schedule shall be adjusted.

4. If required under a Schedule, ENGINEER shall visit the site periodically to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in general accordance with the plans and specifications. Except as provided in the applicable Schedule, ENGINEER shall not be required to make exhaustive or continuous checks of the quality or quantity of work. ENGINEER shall not have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or acts or omissions of contractors or any persons performing work or for their failure to perform.

5. ENGINEER shall review and take appropriate action upon a Contractor's, subcontractor's or COMPANY contractor's submittals such as shop drawings and product data. Except for submittals produced by ENGINEER or by any contractor or subcontractor of ENGINEER and except as provided in the applicable Schedule, review of submittals, however, is not conducted for the purposes of determining the accuracy and completeness of details such as dimensions or sizes, for ascertaining the correctness of

calculations made by the Contractors, subcontractors or COMPANY contractors, to determine the appropriateness of quantities, to determine the appropriateness of the means, methods or procedures to be utilized by the Contractor, subcontractor or COMPANY contractor during installation, for substantiating the correctness of instructions, for installation or to ascertain the performance of equipment or systems, all of which remain the exclusive responsibility of the Contractor, subcontractor or COMPANY contractor.

6. ENGINEER shall not be responsible for the verification of the condition of subsurface conditions or for the condition of existing structures, equipment or appliances, unless such verification can be made by simple visual observation. If, after plans and specifications are prepared, it appears from the uncovering of parts or portions of an existing structure that the plans or specifications must be altered to conform to previously hidden or differing conditions, all such work shall be performed by ENGINEER as a Change in Service for which ENGINEER shall be entitled to Change in Service Compensation.
7. COMPANY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by COMPANY to ENGINEER in accordance with this Agreement unless ENGINEER is otherwise informed by COMPANY in the applicable Schedule.
8. With respect to Engineering Services, execution of this Agreement or any Schedule in no way creates an employment or agency relationship between COMPANY and ENGINEER; it is understood that ENGINEER will be acting as an independent contractor. Neither ENGINEER nor any of its personnel, subcontractors or agents shall be deemed to be partners, joint ventures, agents, or employees of COMPANY for any purpose whatsoever. In no event shall COMPANY be responsible for the payroll taxes of ENGINEER's personnel.

B. If required and agreed to pursuant to a Schedule, ENGINEER shall perform Construction Management Services in accordance with the following terms:

1. In providing Construction Management Services, ENGINEER shall act as a construction professional and not a construction contractor, and in performing its duties herein, ENGINEER agrees to furnish Construction Management Services using the care and skill ordinarily used by members of the construction management industry performing similar Construction Management Services and practicing under similar circumstances at the same time and in the same locality.
2. ENGINEER shall comply with applicable laws or regulations and ENGINEER mandated standards. This obligation is based on these requirements as of the Effective Date of each individual Schedule. Changes to these requirements after the Effective Date of the Schedule that require

ENGINEER to perform services beyond ENGINEER's Services set forth in the Schedule shall be considered a Change in Service for which ENGINEER shall receive Change in Service Compensation. Under such circumstances, the Time of Performance set forth in the Schedule shall be adjusted.

3. ENGINEER may employ such sub-consultants as ENGINEER deems necessary to assist in the performance or furnishing of the Construction Management Services. ENGINEER shall not be required to employ any sub-consultant unacceptable to ENGINEER.
4. Neither review nor approval by COMPANY of ENGINEER's Construction Management Services shall relieve ENGINEER from its duty to comply with the above obligations.
5. ENGINEER shall not have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or acts or omissions of contractors or any persons performing work or for their failure to perform.

2. Representatives

2.1. **COMPANY.** In order to facilitate day to day communications between COMPANY and ENGINEER in the ordinary course of performance of the Services, COMPANY shall act by and through its designated representative ("COMPANY's Representative"). For each Schedule COMPANY will inform ENGINEER in writing of COMPANY's designated representative for the respective scope of Services to be performed by ENGINEER. Upon notice to ENGINEER, COMPANY may at any time substitute or replace a COMPANY Representative. COMPANY's Representative shall be available for meetings with ENGINEER's Representative at all reasonable times.

2.2 **ENGINEER.** In order to facilitate communications between COMPANY and ENGINEER in the ordinary course of performance of the Services, ENGINEER shall act by and through its designated representative ("ENGINEER's Representative"). ENGINEER initially designates _____ as its representative. Upon notice to COMPANY, ENGINEER may at any time substitute or replace ENGINEER's Representative. ENGINEER's Representative shall be available for meetings with COMPANY's Representative at all reasonable times.

2.3 **Representations.** ENGINEER hereby represents to COMPANY, with the intention that COMPANY rely thereon in entering this Agreement, that ENGINEER has the capability, experience, registrations, licenses, permits, and governmental approvals necessary to perform the Services.

2.4 **No Conflicts.** During the term of this Agreement, ENGINEER shall maintain close communication with COMPANY and will impart to COMPANY knowledge, information, ideas, suggestions and advice regarding the Services. ENGINEER will act solely

in the interests of COMPANY and no other party and will not knowingly compromise or jeopardize the interests of COMPANY. In the event any matter or circumstance comes to ENGINEER's attention which would in any way interfere or potentially interfere with ENGINEER's obligations hereunder, ENGINEER will disclose promptly and fully such matter or circumstance to COMPANY.

2.5 Charges for Services. Subject to the terms of this Agreement, COMPANY shall pay ENGINEER, as full compensation for the Services rendered, the fees, costs of materials, and expenses (if any) detailed in the applicable Schedule. If the parties execute a Schedule that provides for ENGINEER's provision of Services to be rendered on a time and materials basis, then COMPANY shall pay according to the payment schedule set forth in Exhibit A, which is attached hereto and made a part hereof. ENGINEER may adjust or modify the payment schedule annually to account for labor market rate changes and inflation. ENGINEER shall notify COMPANY in writing of any annual rate adjustment at least thirty (30) days prior to the effective date of any desired change in the payment schedule.

2.6 Terms of Payment. In return for the Services rendered by ENGINEER hereunder COMPANY shall pay ENGINEER within thirty (30) days of receipt of ENGINEER's invoice for the invoice period. The invoice period shall be a period of one (1) calendar month. Payment of each invoice is contingent upon the Services having been rendered to COMPANY's reasonable satisfaction. Each invoice shall provide the following:

- (a) Names and hours worked by ENGINEER's personnel and fees with respect thereto, if such work was performed on a time and materials basis;
- (b) Details of automobiles rented including but not limited to rental cost and gasoline costs for the invoice period;
- (c) Details of any expenses incurred by ENGINEER as set forth in the applicable Schedule;
- (e) Summation of charges.

If items are contested by COMPANY, the uncontested balance will be paid within said thirty (30) day period. Any and all payments or approvals by COMPANY hereunder shall be without prejudice to COMPANY's rights to protest or challenge invoices at a later point in time. COMPANY reserves the right to require additional documentation to substantiate a request for payment. ENGINEER shall keep all records and books of account relating to this Agreement on the basis of generally accepted accounting principles and shall make such records and books and other plans and documents relating to this Agreement (other than records, books and other plans and documents relating to net income or profit) available to COMPANY or COMPANY's designated representative for inspection and audit at all reasonable times for a period of one year after the completion or termination of ENGINEER's Services under such Schedule.

Failure to pay any invoice when due shall entitle ENGINEER, at ENGINEER's sole discretion and upon ten (10) calendar days written notice to COMPANY, to suspend

ENGINEER's Services under the Schedule for which payment is outstanding. ENGINEER shall not be responsible to COMPANY for any delays caused by such a suspension.

3. Term. This Agreement shall remain in full force and effect, commencing as of the date first above written, until the earlier to occur of (i) _____, 20_____, (ii) termination of this Agreement or any Schedule by COMPANY upon ten (10) business days prior written notice to ENGINEER for convenience or (iii) termination by either party upon seven (7) days written notice to cure should the non-terminating party fail to materially perform in accordance with the terms of the Agreement or any Schedule through no fault of the terminating party. Termination of this Agreement shall discharge only those obligations that have not accrued as of the effective date of termination. If this Agreement is terminated, ENGINEER shall in no event be entitled to compensation in respect of costs, whether direct or indirect, fees, lost profits, or otherwise for work not actually performed prior to the effective date of termination. Any right or duty of COMPANY or ENGINEER based on either the performance or breach of this Agreement prior to the effective date of termination shall survive the term of this Agreement.

4. Rights in Property.

4.1 In consideration of the compensation set forth herein, ENGINEER hereby assigns to COMPANY all worldwide right, title and interest in and to all work performed, writings, information, data, formulas, designs, models, drawings, photographs, including all documentation thereof, including all statutory protection obtained or obtainable thereon (hereinafter referred to as "*Intellectual Property*") created, made, conceived, reduced to practice or authorized by ENGINEER or ENGINEER's employees, either solely or jointly with others, and delivered by ENGINEER to Company in connection with the performance of Services under this Agreement, unless specifically excluded in writing in the applicable Schedule. COMPANY shall be free to use and reproduce the Intellectual Property assigned to COMPANY herein. At COMPANY's expense, ENGINEER shall execute or cause to be executed all instruments and perform such acts as may be necessary, useful or convenient for the purpose of securing to COMPANY statutory protection, including patent, trademark, trade secret, or copyright protection, throughout the world for all Intellectual Property assigned to COMPANY. Notwithstanding anything contained herein to the contrary, ENGINEER shall retain ownership of all Intellectual Property owned by ENGINEER or made solely by ENGINEER prior to the date of this Agreement.

4.2 Upon completion of the Services in any applicable Schedule or other termination of this Agreement, ENGINEER shall deliver to COMPANY all copies of any and all Intellectual Property developed hereunder, except that ENGINEER may keep copies of all of same for its permanent files and records. Upon COMPANY's request, ENGINEER shall provide COMPANY with whatever documents, information or materials in ENGINEER's possession or reasonably available to ENGINEER to enable COMPANY to protect its rights in any Intellectual Property developed under this Agreement.

4.3 ENGINEER's obligations under this Section 4 shall survive any termination or

expiration of this Agreement.

4.4 In the event that COMPANY uses or changes the Intellectual Property prepared by ENGINEER hereunder in a manner not contemplated by the applicable Schedule or this Agreement and without the written consultation and engineering review by ENGINEER, COMPANY, to the fullest extent permitted by law, agrees to indemnify and hold harmless Engineer, its officers, directors, employees, and any of its sub-consultants who are directly involved in the development of such Intellectual Property from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such unauthorized use or change to the Intellectual Property. In the event that COMPANY consults with and desires such engineering review by ENGINEER, COMPANY will compensate ENGINEER for the Services in accordance with the terms of this Agreement if it is still in effect, or in a compensation method and amount that is acceptable to both COMPANY and ENGINEER.

4.5 If ENGINEER, for any reason, is not allowed to complete all the services called for by this Agreement or any Schedule, ENGINEER shall not be responsible for the accuracy, completeness or constructability of the Intellectual Property prepared by ENGINEER if used, changed or completed by COMPANY or by another party. Accordingly, COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees, and any of its sub-consultants who are directly involved in the development of such Intellectual Property from any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from such use, change or completion.

5. Confidentiality. ENGINEER shall keep strictly confidential all reports, whether oral or written, which are prepared by ENGINEER at COMPANY's request and except as required by law, ENGINEER shall not reveal information from reports to the person reported on or to any other person except a person whose duty requires him to participate in the decision for the transaction from which the report was ordered. ENGINEER acknowledges and agrees that in connection with the performance of the Services it may be necessary for COMPANY to disclose to ENGINEER certain proprietary or confidential information ("Confidential Information"). ENGINEER shall hold in strictest confidence any Confidential Information to which it may have access hereunder. Access to Confidential Information shall be restricted to those of ENGINEER's personnel with a need to know and engaged in a permitted use of the Confidential Information. ENGINEER further agrees not to make use of such Confidential Information other than for performance under this Agreement. Confidential Information shall include information of COMPANY which is not generally known, including but not limited to, the business, conduct or operations of COMPANY or any customer of COMPANY; sales techniques; cost and pricing policies; contracts; financial information; plans; administrative procedures; research; processes; data; development, trade secrets, marketing, production and distribution information; business opportunities that may be developed or obtained; and any memorialization of any matter concerning any employee of COMPANY. ENGINEER's obligation of confidentiality under this Agreement shall survive termination of this

Agreement. However, ENGINEER shall not be required to keep confidential any data or information which is or becomes publicly available without fault on the part of ENGINEER; is already in ENGINEER's possession prior to receipt from COMPANY; is independently developed outside the scope of this Agreement; or is rightfully obtained from third parties not under similar confidentiality restrictions. ENGINEER's obligations under this Section 9 shall survive any termination of this Agreement.

6. Intellectual Property Warranties and Indemnification

6.1 ENGINEER warrants that to the best of ENGINEER's knowledge, information and belief neither this Agreement nor Intellectual Property or other tangible or intangible property produced hereunder will infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party.

6.2 Each party (*"Indemnifying Party"*) shall at its own expense indemnify and hold harmless the other party in all suits or proceedings instituted against the other party, its officers, agents, affiliates or employees (*"Indemnified Parties"*) based upon any claim, suit or proceeding (collectively, *"Claim"*) that any Intellectual Property or other materials or any part thereof supplied under this Agreement constitutes an infringement of any patent, copyright or other intellectual property right or the process intended to be performed thereby. The Indemnifying Party shall pay all awards of damages assessed against the Indemnified Parties resulting from any such Claim and shall indemnify and save the Indemnified Parties harmless against losses, expenses and damages resulting from any such Claim or incurred in obedience to a decree resulting from any such Claim (including reasonable attorneys' fees and court costs) or pursuant to any compromise thereof. If in any such Claim a restraining order or temporary injunction is granted, the Indemnifying Party shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If in any such Claim the Intellectual Property or other materials, or any part thereof, supplied under this Agreement or the process performed thereby is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, at the Indemnifying Party's option, in addition to indemnifying and saving the Indemnified Parties harmless in accordance with this Section 6, either (a) at the Indemnifying Party's sole expense, promptly secure for the Indemnified Parties a license authorizing the continued use of such Intellectual Property or other materials or (b) at the Indemnifying Party's sole expense and without impairing performance requirements, replace the infringing part thereof with non-infringing Intellectual Property or other materials, as the case may be, or modify the infringing Intellectual Property or other materials so that it does not so infringe. The Indemnifying Party's obligations under this Section 6 shall survive termination of this Agreement.

6.3 The Indemnifying Party shall not be required to indemnify or defend an Indemnified Party for any such infringement to the extent caused by such Indemnified Party.

7. **Publicity.** ENGINEER shall not use the name of COMPANY for advertising or promotional purposes (including advertisements and or press releases) nor shall ENGINEER grant press interviews, disseminate or publish or provide for the publication of any information (including photographs) regarding this Agreement without the prior written consent of COMPANY. Such written consent shall not be unreasonably withheld and shall not prevent ENGINEER from using and publishing a general description of a project and services performed by ENGINEER under this Agreement or a Schedule and associating the project with COMPANY, for the purpose of describing ENGINEER's experience and qualifications to other clients and potential clients.

8. **Compliance with Applicable Law.** ENGINEER represents that to the best of ENGINEER's knowledge, information and belief the provision of Services hereunder at the prices and under the terms stated herein does not and shall not constitute a violation by ENGINEER of any law or schedule issued by any governmental authority, or any agency, administration or subdivision thereof having jurisdiction in the matter, and further agrees to reimburse COMPANY upon demand for any fine or penalty which COMPANY may incur as a result of ENGINEER's violation of such law or schedule.

9. **Insurance.** ENGINEER shall keep in full force and effect during the term of the Agreement the insurance coverages required by this Section 9.

- A. Workers' Compensation Insurance providing for applicable statutory limits for all of ENGINEER's personnel to be employed under this Agreement and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- B. Comprehensive General Liability Insurance of not less than \$10,000,000 combined single limit per occurrence that can be provided by the combination of the general liability and umbrella policies. Such insurance shall include Contractor's Protective Liability covering liability for work sublet and Contractual Liability insuring the indemnity provisions contained in this Agreement.
- C. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 combined single limit per occurrence. Such coverage shall include owned, hired and non-owned vehicles but excluding any vehicles owned by COMPANY.
- D. Professional Liability Insurance with limits of not less than \$5,000,000. Notwithstanding anything to the contrary in this Agreement, the insurance requirements pursuant to this Section 9.D shall remain in full force and effect for one year following the termination of this Agreement.

COMPANY shall be included as an additional insured under the insurance policy obtained pursuant to subsection (b) above and provided with a Waiver of Subrogation with

respect to the policy under subsection (a) above.

The coverage required by paragraphs (a) through (c) shall be evidenced by certificates of insurance and other documentation reasonably requested by COMPANY, from insurance companies satisfactory to COMPANY, delivered to COMPANY prior to actually commencing work or services under this Agreement, and thereafter from time to time at COMPANY's request, showing the requisite liability limits and containing a clause obligating the insurer to provide COMPANY with thirty (30) days notice prior to any cancellation or material change in coverage. ENGINEER shall promptly report in writing to COMPANY all accidents, claims, suits, or threats of litigation arising out of or in connection with the performance of this Agreement.

ENGINEER shall also require that any contractors or subcontractors it retains to assist in the performance of this Agreement maintain the type and minimum limits of insurance set forth above.

10. Indemnification. To the fullest extent permitted by law, ENGINEER shall at its sole cost and expense indemnify, keep and save harmless COMPANY, its officials, directors, employees, (collectively, the "Indemnified Party") against any and all damage, losses, liabilities, costs, expenses (including attorneys' fees and court costs), injuries, death, claims, suits, liabilities, and causes of action of every kind and character to the extent caused by any negligent act or omission of ENGINEER, its servants employees, directors, officers, subcontractors, invitees or licensees in connection with this Agreement, including but not limited to, any damage to property, injury to any persons (including, without limitation, claims based upon false arrest, detention, imprisonment or violation of the right to privacy), provided however, that ENGINEER shall not be obligated to defend, indemnify or hold an Indemnified Party harmless from and against any damage, losses, liabilities, costs, expenses (including attorneys' fees and court costs), injuries, death, claims, suits, liabilities, and causes of action of every kind and character based upon, to the extent arising out of or resulting from any negligent act or omission or intentional wrongdoing of such Indemnified Party. ENGINEER's indemnity obligations pursuant to this Section 10 shall survive termination of this Agreement.

11. Assignment; Subcontracting. The interests, rights, powers, duties and liabilities of the parties hereto shall be binding upon, and shall endure to the benefit of, the respective successors and assigns of the parties. Notwithstanding the foregoing, the parties shall not assign or transfer their interest in this Agreement or assign or transfer any right they may have in the same, or any part hereof unless the written consent of the other party to such assignment or transfer is first procured, which consent may not be unreasonably withheld. Any unauthorized assignment or transfer shall be void and of no effect. ENGINEER may subcontract to provide additional supervisors but ENGINEER shall at all times remain responsible for the performance of, and payment for, the Services by its subcontractors. This Agreement shall not create any contractual relationship between COMPANY and any such subcontractor, or any other individual, corporation or entity, nor shall it create any obligation on the part of COMPANY to pay or to see to the payment of any moneys due any such subcontractor or other individual, corporation or entity.

12. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the said section, subsection, term or provision or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

13. Notices. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered, when sent and received by facsimile or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized carrier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate pursuant to a notice duly given hereunder to the other party:

A. If to COMPANY:

Attention: _____

B. If to ENGINEER:

EN Engineering, LLC
28100 Torch Parkway
Warrenville, Illinois 60555
Attention: Chief Operating Officer

14. Entire Agreement; Waiver. This Agreement and the Schedules attached hereto represent the complete and exclusive statement of the agreement between the parties, which supersedes all prior proposals, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement. Amendments, modifications and waivers to this Agreement shall be made only by written instrument signed by both parties. To the extent the statements, terms or provisions of this Agreement conflict with the statements, terms or provisions of the attached Schedules, the statements, terms and provisions of this Agreement shall govern and control.

15. Headings. The various headings and titles used in this Agreement are for convenience of reference only and shall not affect the meaning or interpretations of this Agreement or any provision thereof.

16. Force Majeure. If during the term of this Agreement or any renewal period thereto, either party is unable to perform its obligations hereunder as a result of causes beyond its control, then such party's performance shall be excused during the period of such inability to perform, and the term shall be extended for a period no longer than twelve (12) months. If such inability to perform shall require a time extension of longer than twelve (12) months, this Agreement or any Schedule shall be terminated. The term "causes beyond its control" shall also include but not be limited to fire, storm, flood, natural disaster, riot, insurrection, war, and strike ("Force Majeure Events"); provided, however, nothing contained in this Agreement or any exhibits or schedules attached thereto shall obligate either party to engage in any settlement negotiations in connection with a pending or potential strike.

17. Damage Limitations

17.1 Notwithstanding any provision of this Agreement to the contrary, COMPANY may recover at most from Engineer, on account of any negligent act, error or omission on the part of, or breach of any implied or express terms of this Agreement or any Schedule by ENGINEER, its officers, members, managers, employees, directors and agents, or any claim or demand which arises or is in any way related to any services performed under a Schedule or pursuant to this Agreement, only that amount equal to the applicable insurance coverages specified in Section 9.

17.2 Whether due to delay, breach of contract or warranty, negligence or any other causes, neither party shall be liable to the other party for any special, exemplary, punitive, liquidated, indirect or consequential damages of any nature, including, without limitation loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation, or increased expense of manufacturing or operation.

18. Hazardous Substance Indemnity. ENGINEER, its principals, employees, agents or subconsultants shall neither perform nor direct any services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants wastes or substances ("Hazardous Materials"). Provided that the Scope of Services described in each Schedule is consistent with the previous statement, COMPANY hereby agrees to bring no claim for negligence, breach of contract, contribution, indemnity or any other claim against ENGINEER, its principals, employees, agents and subconsultants for losses, costs, expenses or damages which COMPANY may incur arising from the existence of Hazardous Materials at the site of the ENGINEER's Services to be performed under any Schedule unless the pollution incidents are caused or exacerbated by ENGINEER's negligence or if the Hazardous Materials are brought onsite by ENGINEER.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. COMPANY and ENGINEER each hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in Chicago, Illinois with regard to any controversy in any way relating to the execution, delivery

or performance of this Agreement. The parties hereto further agree that any and all suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.

20. Contra Proferentum. This Agreement was prepared by all parties to this Agreement and not by any party to the exclusion of any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

EN Engineering, LLC
(“ENGINEER”)

(“COMPANY”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____