The City of Alhambra is dedicated to responsive, creative leadership and quality services, ensuring desirable neighborhoods and a supportive business environment, while being sensitive to the diversity of our community.

Watch and listen to the meeting as follows:

Zoom Webinar direct link: https://cityofalhambra-org.zoom.us/j/81321778489?pwd=YU1BTWtqSXpNeEo1MWFSME1mZ1FmUT09
Webinar ID: 813 2177 8489, Passcode: 644586

Or by telephone by dialing (833) 548-0276 (Toll Free) or (833) 548-0282 (Toll Free) or (877) 853-5257 (Toll Free) or (888) 475-4499 (Toll Free) or +1(719) 359-4580 or +1(309) 205-3325 or +1(253) 215-8782 or +1(346) 248-7799 or +1(646) 931-3860 or +1(301) 715-8592 or +1(312) 626-6799 or +1(646) 558-8656 and entering Webinar ID: 813 2177 8489 and Passcode: 644586. Please Note: All members of the public calling or logging into the meeting will be muted so that the meeting can proceed. If there are technical difficulties with Zoom during the meeting, the meeting will proceed regardless. Meetings can also be viewed via livestream here: https://www.spectrumstream.com/streaming/alhambra/live.cfm

Addressing the Council:

In person: Section 2.04.210 of the Alhambra Municipal Code establishes the procedures for addressing the Council. Any person wishing to address the Council during the meeting should complete a Speaker Request Card and submit it to the City Clerk so the City Council knows you wish to speak. When called upon by the presiding officer, please step to the podium.

Via Zoom or Telephone: “Raise your hand” - Members of the public may speak by using the “Raise Hand” function during the public comments portion, if on Zoom or telephone. Staff will unmute speakers participating via Zoom or telephone and announce your name when it is your time to speak.

Remarks are limited to 5 minutes; however, the presiding officer may either extend or reduce the maximum time to such period of time as the Council may determine.

Standards of Decorum: Any person addressing the Council who refuses to stop speaking after his/her time has expired or any person who behaves in such a manner as to interfere with or impede the progress of the City Council meeting who, after a request by the presiding officer, refuses to cease such behavior may be removed from the City Council chambers upon direction of the presiding officer.

Enforcement of Decorum: The Chief of Police, or his/her designee, shall be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting.

Persons Authorized to be Within Rail: No person, except City official or their designees, shall be permitted within the rail in front of the Council Chamber without the express consent of the Council.

Agenda Tracking Numbers: All numbers listed in bold after the title of each Agenda item are City Clerk tracking numbers that are used for filing and research purposes.
LAND ACKNOWLEDGEMENT: We acknowledge that the land on which we are gathered is the traditional, ancestral, and unceded territory of the Gabrielino/Tongva peoples. We seek to prioritize respect for the historic culture and contemporary presence of the native peoples throughout California, especially in the greater Los Angeles/Alhambra area. We come with respect and gratitude for the Gabrielino/Tongva people who still consider themselves the caretakers of this land. It is through their examples that we are reminded of our greater responsibility to take care of Mother Earth and to take care of each other.

CEREMONIALS

1. PROCLAMATION: ASIAN AMERICAN NATIVE HAWAIIAN PACIFIC ISLANDER HERITAGE MONTH – F2M23-3

Ratify the action of Mayor Andrade-Stadler in proclaiming May 2023 as Asian American Native Hawaiian Pacific Islander Heritage Month in Alhambra.

2. CERTIFICATE OF SERVICE: CHIEF OF POLICE KELLEY FRASER – F2M23-3

Mayor Andrade-Stadler and the City Council wish to commend and thank Chief of Police Kelley Fraser for her 2 years of faithful and loyal service leading the Police Department and her contributions to the betterment of the City of Alhambra. Mayor Andrade-Stadler will present a Certificate of Service plaque to Chief Fraser for her outstanding work for the City.

PRESENTATION

3. UPDATE ON NEW HOUSING LAWS – F2M23-16

A few years ago, the City Attorney’s office provided training to the Alhambra Planning Commission concerning roles and responsibilities as well as an update on new housing laws. That training has been updated and will be presented to the City Council this evening, and then the Planning Commission at an upcoming Planning Commission meeting.
Recommended Action: City Council receive and file this informational report.

CONSENT AGENDA (Item Nos. 4 – 21)

All items listed under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion unless a citizen or Council member requests otherwise; in which case, the item will be removed for separate consideration.

4. DIGITAL EQUITY – SUPPORT FOR ACTION – F2M23-7, M2M23-67

At the April 10, 2023 Council meeting, Councilmember Pérez requested bringing forward a letter of support for Digital Equity. Los Angeles County’s digital divide is rooted in part in widespread underinvestment in broadband infrastructure in low-income communities and communities of color, resulting in limited access to quality internet options with high speeds at reasonable costs. The Digital Equity LA Coalition’s 2021 findings raised significant red flags about the higher prices many in poorer communities are charged for the same or inferior services, and the implications of those pricing disparities on the effectiveness of current interventions to close the digital divide. Cost was far and away the most consistent reason provided by families without high-speed internet for why they were disconnected.

Recommended Action: City Council approve that certain letter of support for Digital Equity, a copy of which letter is on file in the City Clerk’s Office as File No. F2M23-7 and by this reference incorporated herein and made a part of as though fully set forth herein; and, direct staff as deemed appropriate. (M2M23-67)

5. NOTICE INVITING BIDS: PURCHASE OF CARBON MEDIA FOR THE GROUND WATER TREATMENT PLANT – F2M23-6B, N2M23-49

Staff requests authorization to distribute a Notice Inviting Bids for the purchase of carbon media for the Ground Water Treatment Plant. The Ground Water Treatment Plant has fourteen carbon filters. As part of the treatment process, the filter media must be replaced and/or regenerated once it is exhausted. Specifications have been prepared for this process. Staff has reviewed and approved these specifications, which are available for review in addition to the bid notice and bid instructions.

Recommended Action: City Council authorize the circulation of a Notice Inviting Bids for the purchase of carbon media for the Ground Water Treatment Plant with bids due no later than 10:30 a.m. on June 1, 2023; and, direct staff to undertake the steps necessary to finalize Council’s action.

6. NOTICE INVITING BIDS: PURCHASE OF ONE CEMENT MIXER TRUCK – F2M23-6A, N2M23-50

Staff from the Public Works and Utilities Department use vehicles and equipment daily to conduct maintenance on the City’s infrastructure and provide critical services to the residents of Alhambra. The Cement Mixer truck to be replaced has been in service for over 23 years. Maintenance and repairs are exceeding the value of the vehicle which has
reached the end of its expected useful life. Specifications have been prepared for the purchase of a new truck. Staff has reviewed and approved the specifications, which are available for review in addition to the bid notice and bid instructions.

**Recommended Action:** City Council authorize the circulation of a Notice Inviting Bids for the purchase of a Cement Mixer Truck, with bids due no later than 10:30 a.m. on May 25, 2023; and, direct staff to undertake the steps necessary to finalize Council’s action.

7. **NOTICE INVITING BIDS: POLICE DEPARTMENT BUILDING ROOFING PROJECT – F2M23-43, N2M23-51**

The Police Department building is a 24-hour multi-functional facility located at 211 S. First Street. The building contains offices for administration, field services and support services, locker rooms, lunch and restroom facilities for the public safety staff. The building was constructed in 1994 and has remained largely unchanged. The roof requires repair to maintain the building’s integrity and prevent further intrusion of the elements.

**Recommended Action:** City Council authorize staff to circulate a Notice Inviting Bids to prospective contractors for the Police Department Building Roofing Project; and, direct staff to undertake the steps necessary to finalize Council’s action.

8. **AUTHORIZE RFP: PROFESSIONAL SYSTEM CONTROL AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES FOR WATER AND SEWER – F2M20-54, RFP2M23-15**

The System Control and Data Acquisition (SCADA) system is a vital part of the water and sewer systems for the City that requires constant maintenance and updates in order to keep the City in compliance with state regulations. This RFP would be for a three-year contract for SCADA services.

**Recommended Action:** City Council authorize the distribution of a Request for Proposals for Professional SCADA Maintenance Services for Water and Sewer with proposals due no later than 5:00 p.m. on June 1, 2023; and, direct staff to undertake the steps necessary to finalize Council’s action.

9. **AUTHORIZE RFP: PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE FY 2023-2024 SB1 STREET REHABILITATION PROJECT – F2M23-38, RFP2M23-16**

Staff requests that the City Council authorize the distribution of Request for Proposals for Professional Engineering Design Services for Plans, Specifications and Cost Estimate for the FY 2023-2024 SB1 Street Rehabilitation Project. Staff is proposing a Street Rehabilitation Project for FY 2023-2024 that includes the following areas: Linderaxa Park, Linderaxa Park North, Linderaxa Park South, Grand Ave., Cynthia St., Pine St., McLean St., Monterey St., Hidalgo Ave., Cordova St., Valencia St., Vega St. Alahmar St. and Orienta Dr.
**Recommended Action:** City Council authorize the distribution of Request for Proposals for Professional Engineering Design Services for Plans, Specifications and Cost Estimate for the FY 2023-2024 SB1 Street Rehabilitation Project with proposals due no later than 12:00 p.m. on June 12, 2023.

### 10. AWARD CONTRACT: PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE WATER MAIN REPLACEMENT PROJECT ON HALSTEAD CIRCLE, HIDALGO AVENUE, AND MAIN STREET – F2M23-30, RFP2M23-8, C2M23-30, M2M23-68

On March 13, 2023, the City Council approved the distribution of a Request for Proposals for Professional Engineering Design Services for the Water Main Replacement Project on Halstead Circle, Hidalgo Avenue, and Main Street. Staff reviewed a total of five proposals. Onward Engineering was selected based on their distinguished qualifications, experience, reputation, responsiveness, availability, and cost.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Onward Engineering for Professional Engineering Design Services for the Water Main Replacement Project on Halstead Circle, Hidalgo Avenue, and Main Street in an amount not to exceed $78,913.00; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-68)

### 11. AWARD CONTRACT: INSPECTION SERVICES FOR THE FY 2021-2022 SB1 STREET REHABILITATION PROJECT – F2M21-37, RFP2M23-5, C2M23-31, M2M23-69

Staff circulated a Request for Proposals (RFP) to qualified companies for Professional Inspection Services for Construction for the project and received proposals from seven companies. A review committee comprised of Public Works staff reviewed and evaluated all responding proposals. Proposals were evaluated based on completeness of proposals, project understanding and approach, experience of staff, experience and familiarity with state and federal procedures in similar projects, effectiveness of proposed project schedule. The proposal submitted by Z&K Consultants Inc. received the overall highest rating.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, to Z&K Consultants Inc. for Construction Inspection Services for FY 2021-2022 SB1 Street Rehabilitation Project in an amount not to exceed $78,888.00; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-69)

### 12. AWARD CONTRACT: LASERFICHE CLOUD ENTERPRISE CONTENT MANAGEMENT FOR CITY-WIDE DOCUMENT DIGITIZATION PROJECT – F2M23-42, C2M23-29, M2M23-70

Library Department staff are undertaking a multi-year document digitization and content management project converting the City’s physical documents into organized digital formats. This project will enhance the searchability and usability of the City’s files and create streamlined workflows benefiting both staff and community members. The
Laserfiche Cloud enterprise content management system will serve as the primary platform where the digital data and processes will reside. The Library Department has opportunity to piggyback on a National Cooperative Purchasing Alliance (NCPA) contract RFP# 36-22 for document and records management with Compulink Management Center, Inc., doing business as Laserfiche, the developer of the City’s selected enterprise content management system. Synapse Technologies, Inc., as a Laserfiche authorized solution provider, will provide the City with the necessary software configuration, user training, and backfile document import to ensure successful project implementation. The contract is for a term of 3 years, with an optional renewal of 2 one-year terms. Per the Alhambra Municipal Code 3.36.080(B), bidding exemption is authorized, and the City may “piggy back” onto an existing contract of a government entity.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, to Synapse Technologies, Inc. for the project implementation of the Laserfiche Cloud enterprise content management system in an amount not to exceed $175,200; and, direct staff to undertake the steps necessary to finalize the Council’s action. (M2M23-70)


On February 27, 2023, the City Council approved the distribution of a Notice Inviting Bids for the 2023 Summer Food Service Program. On April 20, 2023, the City Clerk received two bids. The bids received were in the amounts of $88,788 (Unity Meals) and $92,090.40 (School Nutrition Plus). The bid received by Unity Meals is the lowest responsive bid.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, to Unity Meals in the amount of $88,788 for the 2023 Summer Food Service Program; and, direct staff to take the steps necessary to finalize Council’s action. (M2M23-71)

14. **AWARD CONTRACT: HUMAN RESOURCES MANAGEMENT SOFTWARE – F2M23-44, C2M23-33, M2M23-72**

The Human Resources Department currently utilizes NEOGOV Insight which is specialized recruitment software that allows for the advertising of job openings, receives and tracks job applications and communicates with city job candidates. This software is owned and maintained by Governmentjobs.com, Inc. (dba “NEOGOV”). Staff recommends adding two additional modules offered by NEOGOV, an electronic performance evaluation management module and an electronic forms module. By utilizing the same software provider for all three modules, including INSIGHT, the flow of information is streamlined between modules and provides staff with the ease of logging into one software system for all three human resources management modules. NEOGOV is the sole provider of their proprietary software that allows for the efficient exchange of information across all their software modules; thus, in accordance with Alhambra Municipal Code 3.38.050, which allows the City Council to dispense with competitive contracting procedures when its deemed advantageous to do so. Staff recommends award of this contract in order to more effectively and efficiently manage and execute existing human resources management tasks and operations.
**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, to Governmentjobs.com, Inc. (dba “NEOGOV”) in an amount not to exceed $110,000 for Human Resources Management software services for the period of three (3) years, with the option to extend software subscription services if service is satisfactory; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-72)

15. **AWARD CONTRACT: COMPUTER SUPPORT PROFESSIONAL SERVICES – F2M23-37, RFP2M23-11, C2M23-34, M2M23-73**

On March 27, 2023, the City Council approved the distribution of a Request for Proposals (RFP) for Computer Support Professional Services. Staff received three proposals. A review committee comprised of three Finance staff members evaluated the proposals submitted. Staff reviewed the proposals based on qualifications, experience, references, technical approach, responsiveness, cost, completeness, understanding of project scope and requirements and understanding of the needs of the City. Technology Systems, Inc. was selected as the most responsive firm with the best pricing.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Technology Systems, Inc. (TSI) for Computer Support Professional Services in an amount not to exceed $94,650 per year; authorize the City Manager to execute the three one-year options if services are satisfactory; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-73)


On February 12, 2023, the City Council approved the distribution of a Request for Proposals (RFP) for Vehicle Towing Services for the City. A total of one proposal was received by the deadline on March 22, 2023. The project team review and evaluated the proposal submitted by Henry’s Towing & Recovery Inc. for pricing transparency, references, experience, proposal detail, and fulfilling the RFP requirements and determined it to be in full compliance and conformance with the RFP specifications. The term of the agreement is for four years, with three automatic one-year renewals (unless terminated) for a total of seven years, starting July 1, 2023.

**Recommended Action:** City Council award a contract, subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Henry’s Towing & Recovery Inc. to provide Vehicle Towing Services for the City of Alhambra; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-74)

17. **ACCEPTANCE OF BEHAVIORAL HEALTH JUSTICE INTERVENTION SERVICE GRANT – F2M23-18, M2M23-75**
On March 14, 2022, the City Council accepted $245,659 from the Behavioral Health Justice Intervention Services Project. Staff have utilized the grant in an effort to increase community awareness of the Homeless Outreach Mental Evaluation (HOME) Team which is comprised of Alhambra Police Officers, The City’s homeless outreach service provider (L.A. CADA) and a Department of Mental Health liaison. Additional funds were made available increasing the grant amount from $245,659 to $308,972 and extending the performance period to June 30, 2023. Additional grant funds will be used to purchase electric bicycles for bike patrol, hygiene kits, community engagement, equipment and to extend the L.A. CADA homeless outreach specialist on nights and weekends.

Recommended Action: City Council accept and additional $63,313 from the Behavioral Health Justice Intervention Services (BHJIS) Project; appropriate revenue and expenditure funds in the amount of $63,313; and, direct staff to undertake the steps necessary to finalize the Council’s action. (M2M23-75)

18. CONTRACT AMENDMENT: PROFESSIONAL INFORMATION TECHNOLOGY AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT – F2M21-34, RFP2M21-8, C2M21-28, M2M23-76

On July 1, 2021 the City entered into a contract for Professional Information Technology and Support Services with SDI Presence LLC (SDI) for a term of three years with two one-year extensions. Due to the increase of cybersecurity attacks among local agencies, the Police Department requires additional services to better protect network systems from attacks and vulnerability including cloud backup, delivery and recovery; spam filter and cybersecurity software. SDI is currently the Police Department’s contractor for professional information technology services and has been providing consistently reliable and satisfactory services to the Police Department since 2012. SDI has a clear understanding of the Police Department’s current needs and has extensive knowledge and experience with the Department of Justice’s and Federal Bureau of Investigation’s policies and procedures that public safety must follow.

Recommended Action: City Council authorize the City Manager to execute an amendment, subject to final language approval by the City Manager and City Attorney, to the agreement (C2M21-28) with SDI Presence LLC (previously Scientia Consulting Group Inc.) to include additional informational technology support hours, cloud backup, spam filter and cybersecurity services increasing the contract amount to not exceed $200,000 annually; authorize the City Manager to execute any additional documentation to extend the amendment subject to satisfactory firm performance and future budget allocations for two one-year extensions; and, direct staff to undertake the steps necessary to finalize Council’s action. (M2M23-76)

19. LETTER OF SUPPORT FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION AND CITY OF LOS ANGELES LAND RELINQUISHMENT AT THE I-710 STUB TO CALIFORNIA STATE UNIVERSITY LOS ANGELES (CSULA) – F2M19-32, M2M23-77

The City of Alhambra has been conducting outreach regarding “Advancing Alhambra” and/or mobility improvements throughout Alhambra to reduce traffic and congestion issues, pursuant to Measure R Funds allocated by the Los Angeles County Metropolitan Transportation Authority. From “Advancing Alhambra,” improvements have been studied
at the Fremont, Atlantic, and Garfield on and off-ramps and at the I-710 Stub (converting the Stub’s 6-lane freeway to a 4-lane arterial). On March 29, 2023, staff met with CSULA to provide an update regarding the I-710 Stub arterial concept. At the conclusion of this meeting, CSULA expressed strong interest in retaining its land use agreement for property located just north of the I-710 Stub. While the City of Alhambra has no ownership in the land currently leased by the University, the City’s proposed improvements at the I-710 Stub have no conflict with CSULA’s use of the property. To help support the University’s long-term interests while the City moves forward with Caltrans on the Stub’s arterial improvements, and while the I-710 project goes through a relinquishment process with Caltrans, a letter of support to the State of California Caltrans and the City of Los Angeles is recommended to ultimately aid relinquishment to CSULA.

**Recommended Action:** City Council approve a letter of support for land relinquishment by the California Department of Transportation (Caltrans) and the City of Los Angeles for property located just north of the I-710 Stub to the California State University Los Angeles (CSULA). (M2M23-77)

20. **PERSONNEL ACTIONS – F2M23-1**

**Recommended Action:** City Council ratify the actions of the City Manager set forth in that certain Personnel Actions document dated May 8, 2023 showing the various appointments, classifications, salary changes, etc., since the last City Council meeting.

21. **DEMands - F2M23-1**

**Recommended Action:** City Council approve as submitted Final Check List (236679 thru 236843) in the amount of $39,898.92 for the period ending February 1, 2023; Final Check List (237349 thru 237500) in the amount of $970,039.78 for the period ending March 2, 2023; Final Check List (237501 thru 237666) in the amount of $60,258.92 for the period ending March 2, 2023; Final Check List (237667 thru 237850) in the amount of $854,225.50 for the period ending March 9, 2023 and Schedule of Wire Transfers in the amount of $10,996,713.54 for the week ending March 3, 2023; and, Final Check List (237851 thru 237986) in the amount of $547,390.75 for the period ending March 16, 2023 and Schedule of Wire Transfers in the amount of $768,215.00 for the week ending March 10, 2023.

**PUBLIC COMMENT FOR NON-AGENDIZED ITEMS (TIME LIMITATION - 5 MINUTES)**

Citizens wishing to address the Council on any matter which is within the subject matter jurisdiction of the City Council not on the Agenda may do so at this time. Please note that while the City Council values your comments, pursuant to the Brown Act, the City Council cannot take action unless the matter appears as an item on a forthcoming agenda.

**COUNCIL COMMUNICATIONS (ANNOUNCEMENTS & FUTURE AGENDA ITEMS) F2M23-7**

Each Councilmember at his/her discretion may address the Council and public on matters of general information and/or concern, including announcements and future agenda items.
**ADJOURNMENT:** The next regular meeting of the Alhambra City Council is scheduled for Monday, May 22, 2023 at 6:00 p.m.

**NOTICE**

**Agenda Items:** Copies of the staff reports or other written documentation relating to the items listed on this agenda are on file with the City Clerk in Alhambra City Hall, located at 111 South First Street, Alhambra, California, and are available for inspection during regular office hours, Monday through Thursday from 7:00 a.m. to 5:30 p.m. If you would like to sign-up to receive the City Council meeting agenda and staff reports packet, please visit the City’s website at [www.cityofalhambra.org](http://www.cityofalhambra.org) and you will be able to submit your email address on the homepage to the subscription service. Pursuant to Government Code Section 54957.5(b), materials related to agenda items for regular meetings of the Alhambra City Council that are distributed less than 72 hours prior to that meeting, will be made available for public inspection at the Alhambra City Clerk’s Office.

**Broadcast of Meeting:** A live video stream of each Council meeting is available through the City’s website. The regular meetings of the Alhambra City Council are recorded and are broadcast on Charter Channels 3 and 182 at 7:30 p.m. on Thursdays and Mondays following the meeting. Recordings are also available for viewing by the public on the City of Alhambra’s website, at the Alhambra Public Library and, upon appointment, in the City Clerk’s Office.

**Americans with Disabilities Act:** If you require special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk’s Office at (626) 570-5090. Notification of at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**Translation Services Requests:** If you require translation services in order to participate in a meeting please contact the City Clerk’s Office at (626) 570-5090. All requests for translation services shall be made by 4 p.m. the Thursday prior to the City Council meeting. If translation is not requested by 4 p.m. the Thursday prior to the City Council meeting, staff will try to accommodate the request if possible.

LAUREN MYLES, CMC
CITY CLERK
WHEREAS, in 1978, a joint congressional resolution established Asian/Pacific American Heritage Week and the first 10 days of May were chosen to coincide with two important milestones in Asian/Pacific American history: the arrival in the United States of the first Japanese immigrants on May 7, 1843 and contributions of Chinese workers to the building of the transcontinental railroad, completed May 10, 1869; and,

WHEREAS, in 1990, the first Asian/Pacific American Heritage Month was designated by presidential proclamation and in 1992, Congress permanently designated May of each year as a monthlong celebration, now known as Asian American Native Hawaiian Pacific Islander Heritage Month; and,

WHEREAS, given that every day Asian American Native Hawaiian and Pacific Islander youth of all ages face bullying online and in schools, exacerbated by the COVID 19 pandemic, leading to over 11,000 reported hate crimes since 2020, it is important to reflect on the tradition of leadership, resilience, and courage shown by these communities, and recommit to the struggle for equity; and,

WHEREAS, Asian Americans Native Hawaiians and Pacific Islanders make our country more vibrant through diversity of cultures, languages, and the American story as we know it would be impossible without the strength, contributions, and legacies of Asian American Native Hawaiian, and Pacific Islanders who have helped build and unite this country in each successive generation; and,

WHEREAS, Asian Americans Native Hawaiians and Pacific Islanders continue to enrich our region’s economy, culture, education, politics, arts, literature, science and technological developments;

NOW, THEREFORE, BE IT RESOLVED that the month of May 2023 is hereby proclaimed “Asian American Native Hawaiian Pacific Islander Heritage Month” in the City of Alhambra, and the City Council encourages all those in the community to learn about and celebrate Asian American Native Hawaiian Pacific Islander history, people, and cultures.

ISSUED THIS 8TH DAY OF MAY, 2023

ADELE ANDRADE-STADLER, MAYOR
NO STAFF REPORT
NO STAFF REPORT
DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Priscilla Garcia, Management Analyst

SUBJECT: DIGITAL EQUITY – SUPPORT FOR ACTION

RECOMMENDATION:

Staff recommends the City Council approve the attached letter of support for Digital Equity and direct staff as deemed appropriate.

BACKGROUND:

At the April 10, 2023 City Council meeting, Councilmember Pérez requested bringing forward a letter of support for Digital Equity.

Los Angeles County’s Digital Divide is rooted in part in widespread underinvestment in broadband infrastructure in low-income communities and communities of color, resulting in limited access to quality internet options with high speeds at reasonable costs.

The Digital Equity LA Coalition supported by the California Community Foundation Digital Equity Initiative documented what people were paying for home internet in diverse neighborhoods across Los Angeles County. The 2021 findings raised significant red flags about the higher prices many in poorer communities are charged for the same or inferior service, and the implications of those pricing disparities on the effectiveness of current interventions to close the digital divide. Cost was far and away the most consistent reason provided by families without high-speed internet for why they were disconnected.

ATTACHMENT:

- Letter of Support for Action
May 8, 2023

Supervisor Hilda Solis
856 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

RE: Digital Equity – Support for Action

Dear Supervisor Solis,

On behalf of the City of Alhambra, we write to share our frustration and concern that Los Angeles County’s Digital Divide is rooted in part in widespread underinvestment in broadband infrastructure in low-income communities and communities of color, resulting in limited access to quality internet options with high speeds at reasonable costs.

The Digital Equity LA Coalition supported by the California Community Foundation Digital Equity Initiative documented what people were paying for home internet in diverse neighborhoods across Los Angeles County. The findings raised significant red flags about the higher prices many in poorer communities were being charged for the same or inferior service, and the implications of those pricing disparities on the effectiveness of current interventions to close the digital divide. Cost was far and away the most consistent reason provided by families without high-speed internet for why they were disconnected.

Considering the wide-ranging impacts on the digital divide on our residents’ ability to thrive and the disconcerting evidence in this report by the California Community Foundation – Digital Equity Los Angeles - Slower and More Expensive, Sounding the Alarm: Disparities in Advertised Pricing for Fast, Reliable Broadband, we ask for you to lead a call to action to:

- Investigate and validate findings of potentially discriminatory disparities in advertised pricing.
- Make equal access (Equal service at equal price, terms, and conditions) and truth in advertising the policy of the State of California.
- Build equal access into State, County, Local procurement practices.
- Support independent, community – driven options for broadband services.
In addition, we encourage you to collaborate with the other supervisory districts to deliver a five-signature letter to the California Public Utilities Commission asking them to use their authority to investigate the findings in this report as it impacts California consumers.

Sincerely,

Adele Andrade-Stadler, Mayor

Ross J. Maza, Vice Mayor

Sasha Renée Pérez, Councilmember

Katherine Lee, Councilmember

Jeffrey K. Maloney, Councilmember
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities
Dennis Ahlen, Deputy Director

SUBJECT: NOTICE INVITING BIDS FOR THE PURCHASE OF CARBON MEDIA FOR THE GROUND WATER TREATMENT PLANT

RECOMMENDATION:

It is recommended the City Council authorize the circulation of a Notice Inviting Bids for the purchase of Carbon Media for the Ground Water Treatment Plant with bids due no later than 10:30 a.m. on June 1, 2023; and direct staff to undertake the steps necessary to finalize Council's action.

FACTS:

The Ground Water Treatment Plant has fourteen carbon filters. As part of the treatment process, the filter media must be replaced and/or regenerated once it is exhausted. Specifications have been prepared for this process. Staff has reviewed and approved these specifications, which are available for review in addition to the bid notice and bid instructions. Bids are due no later than 10:30 a.m. on Thursday, June 1, 2023, in the office of the City Clerk, and will be opened at 11:00 a.m. that same day.

FINANCIAL ANALYSIS:

The funding for these supplies has been allocated in the FY 2023/2024 budget under account number 401.80.8888.81202.

ENVIRONMENTAL REVIEW:

Staff has reviewed the proposed project and has determined it to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301: (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

ATTACHMENTS:

None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 08, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities

SUBJECT: NOTICE INVITING BIDS FOR THE PURCHASE OF ONE CEMENT MIXER TRUCK

RECOMMENDATION:
It is recommended the City Council authorize the circulation of a Notice Inviting Bids for the purchase of a Cement Mixer Truck, with bids due no later than 10:30 a.m. on May 25th, 2023; and direct staff to undertake the steps necessary to finalize Council’s action.

BACKGROUND:
Staff from the Public Works and Utilities Department use vehicles and equipment daily to conduct maintenance on the City’s infrastructure and provide critical services to the residents of Alhambra. The Cement Mixer truck to be replaced has been in service for over 23 years. Maintenance and repairs are exceeding the value of the vehicle which has reached the end of its expected useful life.

Specifications have been prepared for the purchase of a new truck. Staff has reviewed and approved the specifications, which are available for review in addition to the bid notice and bid instructions.

FINANCIAL ANALYSIS:
Funding for this purchase this vehicle was approved in Fiscal Year 2022-2023 Budget under the City’s American Rescue Plan Act. Funding was budgeted in account number 281.70.9106.92190.

ATTACHMENTS:
None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 08, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities

SUBJECT: AUTHORIZE STAFF TO CIRCULATE A NOTICE INVITING BIDS FOR THE POLICE DEPARTMENT BUILDING ROOFING PROJECT

RECOMMENDATION:

It is recommended that the City Council authorize staff to circulate a Notice Inviting Bids to prospective contractors for the Police Department Building Roofing Project and direct staff to undertake the steps necessary to finalize Council’s action.

FACTS:

1. The Police Department building is a 24-hour multi-functional facility located at 211 S. First Street. The building contains offices for administration, field services and support services, locker rooms, lunch and restroom facilities for the public safety staff.

2. The building was constructed in 1994 and has remained largely unchanged. The roof requires repair to maintain the building’s integrity and prevent further intrusion of the elements.

3. The project bids are due no later than 10:30 AM on Thursday, May 25, 2023, in the office of the City Clerk, and will be opened at 11:00 AM that same day.

FINANCIAL ANALYSIS:

Funding for this project has been made available in the Fiscal Year 2022-2023 Budget under the City’s American Rescue Plan Act. Funding was budgeted in account 281.70.9101.92024.

ATTACHMENTS:

None
DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities
               Dennis Ahlen, Deputy Director of Utilities

SUBJECT: REQUEST FOR PROPOSALS - PROFESSIONAL SYSTEM CONTROL
          AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES FOR
          WATER AND SEWER

RECOMMENDATION:

It is recommended the City Council authorize the distribution of a Request for Proposals for
Professional SCADA Maintenance Services for Water and Sewer with proposals due no later
than 5:00 p.m. on June 1, 2023.

BACKGROUND:

The System Control and Data Acquisition (SCADA) system is a vital part of the water and sewer
systems for the City that requires constant maintenance and updates in order to keep the City in
compliance with state regulations. This RFP would be for a three-year contract for SCADA
services.

FINANCIAL ANALYSIS:

Funding for this maintenance project is available in the fiscal year 2023-2024 under account
numbers 401.80.8888.61201 and 404.80.8681.61201 Maintenance and Repair-Telemetry.

ATTACHMENTS:

None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities

SUBJECT: AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE FY23/24 SB1 STREET REHABILITATION PROJECT

RECOMMENDATION:

It is recommended the City Council authorize the distribution of Request for Proposals for Professional Engineering Design Services for Plans, Specifications and Cost Estimate for the FY23/24 SB1 Street Rehabilitation Project with proposals due no later than 12:00 p.m. on Monday, June 12, 2023.

BACKGROUND:

The Road Repair and Accountability Act of 2017 (SB1 BEALL) increased funding to local streets and roads Funds are allocated from the Highway Users Tax Account through the Road Maintenance and Rehabilitation Account (RMRÅ).

On April 10, 2023, the City Council adopted Resolution R2M23-17, which identified the FY23/24 street rehabilitation project that will be funded by SB1, the Road Repair and Accountability Act.

The list of streets approved for the FY23/24 SB1 Street Rehabilitation Project can be found on the following page:
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<thead>
<tr>
<th>STREET</th>
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<tr>
<td>LINDARAXA PARK</td>
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**FISCAL IMPACT:**

It is anticipated the City will receive $2,042,287.00 from the RMRA Fund for FY 2023/24. Staff has proposed the funds be used towards the FY2023-24 RMRA Street Rehabilitation Project as outlined above. RMRA project funds are budgeted in account #232.70.7722.62210 as part of the fiscal year 2023/24 Budget.

**ATTACHMENTS:**

Map of proposed streets
Proposed Streets for the FY 2023/2024 RMRA Street Rehabilitation Project (SB 1)
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities
               Dennis Ahlen, Deputy Director of Utilities

SUBJECT: AWARD OF CONTRACT - PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE WATER MAIN REPLACEMENT PROJECT ON HALSTEAD CIRCLE, HIDALGO AVENUE, AND MAIN STREET

RECOMMENDATION:

It is recommended the City Council approve a contract, subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Onward Engineering for Professional Engineering Design Services for the Water Main Replacement Project on Halstead Circle, Hidalgo Avenue, and Main Street in an amount not to exceed $78,913.00, and direct staff to undertake the steps necessary to finalize Council’s action.

FACTS:

On March 13, 2023, the City Council approved the distribution of a Request for Proposals RFP2M23-8 for Professional Engineering Design Services for the Water Main Replacement Project on Halstead Circle, Hidalgo Avenue, and Main Street.

The Utilities Department regularly installs water mains to replace aging pipelines and improve system reliability and water quality. The six-inch cast iron water main pipes on Halstead Circle between North and South Vega Street and on Hidalgo Avenue between Main Street and Alhambra Road were installed in the 1920’s. The four-inch cast iron water main pipe on Main Street between Champion Place and Hidalgo Avenue was installed in 1910. The water main pipes have a history of breaks. These water main lines should be replaced and would greatly improve flow and firefighting capabilities in an emergency.

This project will replace the approximately 850’ of 4” cast iron pipe on Halstead Cir. and 2300’ of 6” cast iron pipe on Hidalgo Ave. with 8” Ductile Iron pipe, and 2,225’ of 8” cast iron pipe on Main St. with 12” Ductile Iron pipe.

Staff reviewed a total of five (5) proposals. Onward Engineering was selected based on their distinguished qualifications, experience, reputation, responsiveness, availability, and cost.

FINANCIAL ANALYSIS:

Funding for the design of this project is available in account number 401.80.8884.92220 Water Main Replacement - Main St.

ATTACHMENTS:

None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Martin Ray, Director of Public Works & Utilities

SUBJECT: AWARD OF CONTRACT – CONSTRUCTION INSPECTION SERVICES FOR FY21-22 SB1 STREET REHABILITATION PROJECT

RECOMMENDATION:

It is recommended the City Council award a contract, subject to final language approval by the City Manager and City Attorney, to Z&K Consultants, Inc. for Construction Inspection Services for FY21-22 SB1 Street Rehabilitation Project in an amount not to exceed $78,888.00, and direct staff to undertake the steps necessary to finalize Council’s action.

BACKGROUND:

This project consists of resurfacing the pavement of twenty-four street segments; repair and replacement of approximately 17,000 square feet of broken and off-grade sidewalk; upgrades or installation of ADA ramps within the project limits; repair of approximately 6,000 linear feet of broken and off-grade curb and gutter; repair of broken and off-grade driveway approaches; and repair/installation of concrete cross-gutters in residential areas bounded by Hellman Avenue to the south, Almansor Street to the east, the I-10 Freeway to the north and Ramona Road South to the west.

Staff circulated a Request for Proposals (RFP) to qualified companies for Professional Inspection Services for Construction for the project and received proposals from seven (7) companies. A review committee comprised of Public Works staff reviewed and evaluated all responding proposals. Proposals were evaluated based on completeness of proposals, project understanding and approach, experience of staff, experience and familiarity with state and federal procedures in similar projects, effectiveness of proposed project schedule. The proposal submitted by Z&K Consultants, Inc. received the overall highest rating.

FINANCIAL ANALYSIS:

Funding for this project is available under account number 227.70.7130.62210.

ATTACHMENTS:

none
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL: 

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Hilda LohGuan, Library Director

SUBJECT: AWARD OF CONTRACT – LASERFICHE CLOUD ENTERPRISE CONTENT MANAGEMENT FOR CITY-WIDE DOCUMENT DIGITIZATION PROJECT

RECOMMENDATION:

It is recommended the City Council award a contract to Synapse Technologies, Inc., for the project implementation of the Laserfiche Cloud enterprise content management system, in an amount not to exceed $175,200.00, subject to final language approval by the City Manager and the City Attorney and direct staff to undertake the steps necessary to finalize the Council’s action.

BACKGROUND:

Library Department staff are undertaking a multi-year document digitization and content management project converting the City’s physical documents into organized digital formats. This project will enhance the searchability and usability of the City’s files and create streamlined workflows benefiting both staff and community members. The Laserfiche Cloud enterprise content management system will serve as the primary platform where the digital data and processes will reside. Synapse Technologies, Inc., as a Laserfiche authorized solution provider, will provide the City with the necessary software configuration, user training, and backfile document import to ensure successful project implementation.

The Library Department has opportunity to piggyback on a National Cooperative Purchasing Alliance (NCPA) contract RFP # 36-22 for document and records management with Compulink Management Center, Inc., doing business as Laserfiche, the developer of the City’s selected enterprise content management system. The contract is for a term of 3 years, with an optional renewal of 2 one-year terms. Per the Alhambra Municipal Code 3.36.080(B), bidding exemption is authorized, and the City may “piggy back” onto an existing contract of a government entity.
FINANCIAL ANALYSIS:

Funding for the enterprise content management system is provided in the Fiscal Year 2022/23 Capital Improvement Plan under account 310.50.5010.92235.
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michael Macias, Director of Parks and Recreation
                Rosalyn Rojas, Recreation Supervisor

SUBJECT: AWARD OF CONTRACT FOR THE 2023 SUMMER FOOD SERVICE PROGRAM

RECOMMENDATION:

It is recommended that the City Council award a contract to Unity Meals, subject to the final language approved by the City Manager and City Attorney, in the amount of $88,788.00 for the 2023 Summer Food Service Program; and direct staff to take the steps necessary to finalize Council’s action.

BACKGROUND:

1. On February 27, 2023, the City Council approved the distribution of a Notice Inviting Bids for the 2023 Summer Food Service Program, N2M23-23.

2. Staff included the following food vendors in the bidding process: Food Service Outreach, Inc., San Gabriel Unified School District, JA Food Service, School Nutrition Plus, Inc., and Unity Meals.

3. On Thursday, April 20, 2023, the City Clerk received two (2) bids for the 2023 Summer Food Service Program. The bids received were in the amounts of $88,788.00 and $92,090.40.

4. The bid received by Unity Meals is the lowest responsive bid.

FINANCIAL ANALYSIS:

Funding for this project has been made available in the contract services account 101.60.6140.62210

ATTACHMENTS:

None
DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mariam Ko, Director of Human Resources & Risk Management

SUBJECT: AWARD OF CONTRACT FOR HUMAN RESOURCES MANAGEMENT SOFTWARE

RECOMMENDATION:

It is recommended the City Council award a contract to Governmentjobs.com, Inc. (dba “NEOGOV”), subject to final language approval by the City Manager and City Attorney, in an amount not to exceed $110,000 for Human Resources Management software services for the period of three (3) years, with the option to extend software subscription services if service is satisfactory and direct staff to undertake the steps necessary to finalize Council’s action.

BACKGROUND:

The Human Resources Department currently utilizes NEOGOV Insight which is specialized recruitment software that allows for the advertising of job openings, receives and tracks job applications and communicates with city job candidates. This software is owned and maintained by Governmentjobs.com, Inc. (dba “NEOGOV”).

Staff recommends adding two additional modules offered by NEOGOV, an electronic performance evaluation management module (i.e. PERFORM) and an electronic forms module (i.e. eForms). By utilizing the same software provider for all three modules, including INSIGHT, the flow of information is streamlined between modules and provides staff with the ease of logging into one software system for all three human resources management modules (i.e. Single Sign On Setup).

NEOGOV is the sole provider of their proprietary software that allows for the efficient exchange of information across all their software modules; thus, in accordance with Alhambra Municipal Code 3.38.050, which allows the City Council to dispense with competitive contracting procedures when its deemed advantageous to do so. Staff recommends award of this contract in order to more effectively and efficiently manage and execute existing human resources management tasks and operations.
FINANCIAL IMPACT:

Expenditures for the costs have been budgeted in the 2022-2023 Fiscal Year Budget and included under account 281.18.9106.62510. Funding for the contract will be included in future annual adopted budgets as an ARPA approved expenditure and project.

ATTACHMENT:

None.
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:  

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Pearl Lieu, Finance Director

SUBJECT: AWARD OF CONTRACT FOR COMPUTER SUPPORT PROFESSIONAL SERVICES

RECOMMENDATION:

Staff recommends the City Council award a contract subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Technology Systems, Inc. (TSI), for Computer Support Professional Services in an amount not to exceed $94,650 per year and direct staff to undertake the steps necessary to finalize Council’s action and authorize the City Manager to execute the three one year options if services are satisfactory.

BACKGROUND:

The City is seeking a contractor to provide network and user support services, system administration, and create customized reports for Finance, Human Resources, and Public Works and Utilities Department. The services include maintaining, upgrading, and implementing computers and related equipment and managing the City Network, EDEN Financial, Progressive Solutions Revenue and Springbrook Utility systems.

On March 7, 2023, the City Council approved the distribution of a Request for Proposal (No. 2M23-11) for Computer Support Professional Services. There were three proposals received. A review committee comprised of three Finance staff members evaluated the proposals submitted. Staff reviewed the proposals based on qualifications, experience, references, technical approach, responsiveness, cost, completeness, understanding of project scope and requirements, and understanding of the needs of the City. Technology Systems, Inc. (TSI) was selected as the most responsive firm and best pricing.

The contract is based on a fixed hourly rate for the entire two-year contract with three one-year options for renewal.

FISCAL ANALYSIS:

Funding for the contract in an amount not to exceed $94,650 is available in the Fiscal Year 2022-23 Budget in account numbers 101.16.1630.62510 and 401.80.8886.62110.

ATTACHMENTS:

None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL: 

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kelley Fraser, Chief of Police

SUBJECT: AWARD OF CONTRACT – VEHICLE TOWING SERVICES FOR THE CITY OF ALHAMBRA

RECOMMENDATION:

It is recommended that the City Council approve a contract, subject to final language approval by the City Manager and City Attorney, by and between the City of Alhambra and Henry’s Towing & Recovery Inc. to provide Vehicle Towing Services for the City of Alhambra and direct staff to undertake the steps necessary to finalize Council’s action.

BACKGROUND:

The City of Alhambra is authorized pursuant to California Vehicle Code section 22671 to enter into a contract with a towing company to provide vehicle tow services where vehicles are in accidents, disabled, abandoned, impounded for evidence, impeding the flow of traffic or otherwise subject to being non-consensually towed and stored at the direction of the City.

On February 13, 2023, the City Council approved the distribution of a Request for Proposal (No. 2M23-3) for Vehicle Towing Services for the City of Alhambra. On March 22, 2023, proposals were due to the Alhambra Police Department by 10:00am. A total of 1 proposal was received from Henry’s Towing & Recovery Inc.

The project team reviewed and evaluated the proposal received for Pricing Transparency, References, Experience, Proposal Detail, and Fulfilling Request for Proposal Requirements and Capability of their Management Team. At the conclusion of the review, the project team determined Henry’s Towing & Recovery Inc., to be in full compliance and conformance with the Request for Proposal specifications.

Attached to this staff report is the proposed contract. The term is for 4 years, with three automatic one year renewals (unless terminated) for a total of seven years, starting July 1, 2023.

FINANCIAL ANALYSIS:

No funding is needed for this contract. A reimbursement payment of $5,000 will be paid by the Contractor for costs incurred in the preparation of the RFP, contract, and inspection of the
Contractor’s facilities.

**ATTACHMENT:**

Exclusive Agreement between the City of Alhambra and Henry’s Towing & Recovery Inc.
EXCLUSIVE AGREEMENT
BETWEEN THE CITY OF ALHAMBRA
AND HENRY'S TOWING & RECOVERY
INC. FOR TOWING SERVICES

This Agreement is entered into by and between the CITY OF ALHAMBRA, a Municipal Corporation, herein after referred to as "City," and Henry’s Towing, Inc., a California corporation, herein after referred to as the "Contractor."

RECITALS

A. Pursuant to California Vehicle Code section 22671, City has the authority to enter into a contract with a tow truck operator to provide towing services for the abatement and removal as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private or public property ("Towing Services") within the boundaries of City.

B. City, for the purpose of insuring the continued protection and preservation of the public health, welfare and convenience of the people, desires to enter into an exclusive contract with Contractor for Towing Services within the City.

C. Contractor desires to provide such Towing Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the covenants and conditions herein after contained, City and Contractor mutually agree as follows:

1. INCORPORATION OF RECITALS

The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth herein.

2. ENGAGEMENT OF CONTRACTOR

City hereby engages Contractor to provide Towing Services as provided herein. Contractor shall have throughout the term of this Agreement the exclusive right to engage in the business of providing Towing Services to City within the boundaries of City as the same now exist, and within any territory City hereafter annexes, except to the extent that towing services within such territory annexed would be unlawful or violate the legal rights of another person.

3. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be July 1, 2023.
4. **EXCLUSIVE AGREEMENT**

Contractor shall have the exclusive right to receive calls from the City during the term of this Agreement ("Agreement"), subject to the terms of this Agreement, to provide towing and storage services for vehicles which are involved in accidents, disabled, abandoned, impounded for evidence, impeding the flow of traffic or otherwise subject to being non-consensually towed and stored at the direction of City.

5. **BASIS FOR ACCEPTANCE OF SERVICE**

The Chief of Police, or his/her designee, has the final authority to determine disputes as to the ability or authority to perform tow services for City.

If it is determined that the towing service is not needed and is canceled by the Alhambra Police Department, up to and including arrival at the scene, there shall be no charges assessed by Contractor for the request.

If Contractor is unable to handle the call due to size, location, unavailability, etc., Contractor will be responsible for requesting another tow service to respond that is capable of handling the situation. Contractor understands that if Contractor does not provide another tow service, City is free to contact any tow service provider to respond to that particular call.

Contractor agrees that, should Contractor be unable to handle calls for service by City on more than four occasions within any 12-month period, City may assess Contractor a performance penalty pursuant to this Agreement in the sum of $125.00 for each subsequent occasion that Contractor is unable to handle any call for service by City within the 12-month period. The performance penalty is in addition to any other remedies available pursuant to the terms of this Agreement or law.

6. **REPUTATION AND FINANCIAL STATE**

Contractor represents that it has towing and storage facilities necessary to meet the requirements of this Agreement. Contractor further agrees to furnish proof of possession of the towing equipment and storage yard facilities necessary to perform the obligations set forth in this Agreement, including title to or a lease on the land necessary to perform the obligations set forth in this Agreement, and meets the zoning and building requirements of City. Contractor shall also possess a valid City Business License. Contractor further agrees to comply with all applicable rules and regulations set forth in the City of Alhambra Municipal Code, as it may be amended from time to time.

7. **RESPONSE TIME**

Contractor agrees to arrive on scene within twenty (20) minutes of a verbal request for service by a member of the Alhambra Police Department, or other authorized City personnel, 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends.

Contractor's dispatcher shall notify the Alhambra Police Department Dispatch when it cannot immediately respond with a tow vehicle, shall give the reason for the delay in response and an estimated time of arrival.

Contractor agrees that, should Contractor fail to arrive on scene within 20 minutes from a call for
service by City on more than eight occasions within any 12-month period, City may assess Contractor a performance penalty pursuant to this Agreement in the sum of $125.00 for each subsequent occasion that Contractor is unable to timely respond to a call for service by City within the 12-month period. The performance penalty is in addition to any other remedies available pursuant to the terms of this Agreement or law.

8. **PERSONNEL**

Contractor shall maintain at least two (2) qualified drivers to respond to requests for service by the Alhambra Police Department at all times.

9. **TRAINING / ABILITY - QUALIFICATIONS**

Contractor operators and tow truck drivers must be sufficiently trained and capable to ensure safe and proper discharge of their service responsibilities. In addition, Contractor agrees to the following terms:

A. Contractor shall provide the name, date of birth, current photo and valid California driver's license number of all drivers employed by Contractor in writing to the Alhambra Police Department Field Services Division Commander. Contractor shall notify in writing the Alhambra Police Department Field Services Division Commander, or his designated representative, of any new drivers or any change in employment status of a driver within five (5) days of their date of hire or any change in employment status.

B. Contractor's drivers shall participate in the Employer Pull Notice Program through the Department of Motor Vehicles. Contractor shall notify the Alhambra Police Department Field Services Division Commander of any Pull Notices received on their drivers.

C. Tow Driver Qualifications/Requirements:

1. Drivers employed by Contractor shall be at least 18 years old, possess the required class driver license to operate any or all Tow Vehicles specified herein, and be sufficiently capable and trained to ensure safe and proper discharge of their towing service duties and responsibilities in a safe and courteous manner. All drivers shall comply with the requirements set forth in California Vehicle Code Sections 27700 and 24605. All drivers shall meet all requirements specified in Sections 2430.5 and 12520 of the California Vehicle Code.

2. Drivers and/or Contractor shall provide the Alhambra Police Department Field Services Division Commander with information in writing concerning any driving citations received by the tow driver(s) in the immediate prior three (3) years and all information regarding any criminal convictions.

3. Contractor drivers shall present a neat, clean and professional appearance. Drivers shall wear uniform type pants and that identify the tow service company and their name (first or last).
(4) The Chief of Police, in his or her sole discretion, is also hear by empowered to require that Contractor's drivers:

(a) Be Fingerprinted;
(b) Undergo background checks by the California Department of Motor Vehicles and any other agency deemed appropriate to determine the safety practices of the drivers.

(5) Contractor shall not utilize any driver to render services pursuant to this Agreement:

(a) Who is subject to epilepsy, fainting or loss of consciousness by reason of chronic medical condition;
(b) Whose driving record indicates five (5) violations of traffic laws involving moving vehicles within two (2) years preceding the date of application;
(c) Who has furnished false information in connection with this Agreement or omitted to furnish all information requested;
(d) Who has been convicted of driving while under the influence of intoxicating liquor or narcotic drugs, or both, within three (3) years of the date of commencing work pursuant to this Agreement; or
(e) Who has been convicted of a felony, any crime involving moral turpitude, or any crime(s) specified in this Agreement within two (2) years preceding the date of commencing work pursuant to this Agreement.

(6) Notwithstanding compliance with the forgoing provisions, the City may prohibit certain drivers from providing towing services to the City or the Alhambra Police Department in its sole discretion. Such directives shall be made by the Chief of Police, or his/her designee, in writing to the Contractor.

All of Contractor's drivers or their agents shall give to the driver or owner of a vehicle to be stored, impounded or towed away, a business card, and/or a receipt with the service name, address and phone number, and must ensure that the information is provided to the Alhambra Police Department in the event that the driver is unavailable or incapacitated.

10. **COMMUNICATIONS**

Contractor shall install and maintain radio transmission and reception equipment allowing for contact with each authorized tow vehicle.

11. **BUSINESS HOURS - AVAILABILITY BY TELEPHONE**

Police Availability: Contractor agrees to make their services available 24 hours/day, 7 days/week, including holidays. No exceptions.

Public Availability: There shall be a Contractor employee or agent available in person during normal business hours at Contractor's office to handle requests for service and release of impounded/stored vehicles. Normal business hours shall be from at least 8:00 a.m. to 5:00 p.m. daily, seven (7) days a week. Contractor shall have an attendant on duty during all of the above business hours.
12. **IMPLIED VEHICLES**

A vehicle impounded per authority granted by state or federal law will be documented by Alhambra Police Department personnel. Authorization from the Alhambra Police Department is required before any vehicle ordered towed, stored or impounded by the Alhambra Police Department can be released.

13. **RELEASE OF VEHICLE AFTER STORAGE / IMPOUND**

Any vehicle stored or impounded by the Alhambra Police Department, CANNOT be released without authorization from the Alhambra Police Department. When Contractor releases a stored vehicle, Contractor shall require proper identification and an Alhambra Police Department authorized release form (CHP 180). If the person requesting the release of a vehicle does not have all the above, refer the person to the Alhambra Police Department for further processing. The final decision for release of a vehicle shall come from the on-duty Watch Commander or his/her designee. Contractor shall adhere to this decision at all times.

Contractor further agrees that it will release any stored or impounded vehicle to the person presenting proper identification and an Alhambra Police Department authorized release form (CHP 180) within, at a minimum, 45 minutes of presentation by a person of this documentation or upon receiving written instructions to release a vehicle by the Alhambra Police Department Watch Commander, or his/her designee. Contractor further agrees that all storage or impound fees cease to accrue immediately upon presentation of such documentation, regardless of the ultimate time of release of the stored or impounded vehicle.

Contractor further agrees that it will pay a penalty to the Alhambra Police Department for each violation of the terms of this section governing the release of vehicles in an amount equal to three days of storage fees.

14. **RELEASE OF PERSONAL PROPERTY**

Contractor shall notify the Alhambra Police Department prior to the removal of property from a stored vehicle and will provide a receipt listing the removed property and the identification of the person(s) who removed items, with a copy placed in the stored vehicle.

No property shall be removed from the stored vehicle without prior authorization from the Alhambra Police Department.

Personal property is considered to be items that are not affixed to the vehicle and must not be removed without prior authorization from the Alhambra Police Department.

15. **CONTRACTOR STORAGE FACILITY STANDARDS**

Contractor must at all times throughout the term of this Agreement, comply with the terms of this Agreement, all state and federal laws, and all current and subsequently enacted towing ordinances, rules or regulations enacted by the City of Alhambra that are applicable to Contractor. Contractor shall, at a minimum, comply with the following requirements with respect to its facilities:

A. Location of Storage Facility. Contractor's office and storage facility must be within
the City of Alhambra. Stored vehicles should be at a single location. If a secondary storage location is required, it must also be within the City of Alhambra.

B. Storage Facility Requirements. Adequate security measures for the protection of vehicles and property shall be provided for at all storage facilities. The Alhambra Police Department Administrative Division Captain, or his/her designee, shall be the sole judge of what constitutes "adequate" security measures and may grant additional consideration for state of the art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all storage facilities shall comply with the following requirements:

(1) All storage facilities shall be enclosed by a wall or fence at least 6 feet in height. Alternatively, storage facilities may consist of enclosed buildings. All storage facility structures, including walls or fences, shall meet the requirements of the City of Alhambra, and shall be approved by the Alhambra Police Department Field Services Division Commander, or his/her designee.

(2) Storage lot that can hold a minimum of 75 vehicles.

(3) The security for the storage facility shall be adequate to preclude theft, vandalism or damage by activity while in Contractor's lot. The storage facility and lot shall be configured in such a way that no vehicles shall be left parked or stored on the public streets at any time. Contractor must provide off-street parking for its equipment and be able to accommodate at least four additional vehicles for customer parking. In addition to the four customer parking spaces, at least one additional customer parking space shall be provided for handicapped parking purposes. Said handicapped parking space shall be van accessible. Storage vehicles should be secured away from customer parking and the office area. Contractor's office must have a sign posted including the company name, address, phone number and hours of operation, to be clearly visible from the roadway.

C. All storage facilities must be approved for security by the Alhambra Police Department Field Services Division Commander, or his/her designee, and available for inspection upon request. Any breach of security in a building or fence must be repaired within 24 hours.

D. All necessary vehicle storage facilities needed to meet the minimum requirements of this section shall be constructed prior to Contractor's submittal of a response to the Request for Proposals issued by the City. All necessary approvals for such storage facilities shall comply with the applicable provisions of the Alhambra Municipal Code, or appropriate county and/or city codes. Compliance with this subsection shall not be deemed to create any duty for the City to award a permit to Contractor.

16. INSIDE STORAGE

Contractor shall maintain an enclosed locked storage facility for a minimum of four (4) vehicles. Contractor shall maintain an additional two (2) spaces that can be secured by the Alhambra Police
Department for vehicles ordered impounded because of their involvement in the commission of crimes or for other reasons (the "Designated Impound Space"). The Designated Impound Space shall also meet the following criteria:

A. The Designated Impound Space shall be completely protected from the elements, including wind, heat, adverse weather and other forms of contamination (i.e. dust).

B. The Designated Impound Space must be able to be secured and unauthorized entry must be prevented. Protection shall also be provided to preclude evidence contamination by employees and other individuals. Evidence contamination is defined as removal or touching of any items, papers, vehicle parts, etc., of an impounded vehicle that is impounded by the Alhambra Police Department for investigation purposes. At a minimum, there should be a door or gate that can be locked and secured from employees and visitors.

C. The Alhambra Police Department will designate when a vehicle is to be placed into the Designated Impound Space for evidence purposes and may place a seal on each door of the vehicle or door(s) of the impound facility to maintain the chain of evidence. Vehicles placed into inside storage for evidence purposes shall not be removed from such protection until approved by the Alhambra Police Department.

D. The Designated Impound Space must be of sufficient size to satisfy the impound storage requirements of the Alhambra Police Department.

E. The Designated Impound Space must be lit with a minimum of two (2) 150 watt, overhead, quartz halogen lamps, or similar lamps that provide equal or greater light.

F. The Designated Impound Space area must be accessible to Alhambra Police Department personnel 24 hours a day, seven (7) days a week.

G. The Designated Impound Space must be reasonably clean and clear of dirt, animal waste, oil, etc.

H. The Designated Impound Space must be protected by an alarm system to prevent unauthorized entry. The alarm system shall be monitored by an off-site monitoring company. The alarm code for the alarm system shall be provided to the Alhambra Police Department personnel at all times and shall be changed by Contractor only upon receiving authorization from the Chief of Police or at his/her direction. Contractor shall not provide the alarm code to any person unless authorized to do so by the Chief of Police.

17. **EQUIPMENT STANDARDS**

At its expense, Contractor agrees that it must have the following equipment that conforms to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis. Contractor vehicles must also be in compliance with the applicable provisions of the California Vehicle Code applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment.
A. A minimum of two (2) flatbed car carriers (Class A or Class B); plus

B. A minimum of three (3) light-medium duty tow trucks, consisting of:

(1) At least two light duty Class A; plus

- Class D – Super Heavy Duty (minimum GVWR 52,000 pounds)
- Class C – Heavy Duty (minimum GVWR 48,000 pounds)
- Class B – Medium Duty (minimum GVWR 26,001 pounds)
- Class A – Light Duty (minimum GVWR 14,000 pounds)

C. Preferably, at least one tow truck that is equipped to lift and carry a disabled person in a wheelchair; plus

D. All tow vehicles must have the following adequate equipment:

- Office to truck radio system
- Two-way radio communication equipment
- Fire extinguishers
- Broom
- Shovel
- Reflective triangles
- Flares
- Trash Cans with absorbent material
- Winch

If Contractor is unable to handle the call due to size, location, etc., Contractor agrees that it will be responsible for requesting another tow service to respond that can handle the situation.

Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Alhambra Police Department shall be hauled by a trailer that is designed to carry motorcycles or by a flatbed truck in an upright position.

Any and all equipment used and maintained by Contractor must be made available for inspection by the Alhambra Police Department upon request.

All equipment and vehicles to be used under this Agreement shall be inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to its use under this Agreement. The Alhambra Police Department may conduct random vehicle and equipment inspections to ensure compliance with this Agreement.

The Alhambra Police Department may inspect Contractor's facilities used under this Agreement at any time during normal business hours.

Contractor must have equipment for and have personnel proficient in unlocking locked vehicles when requested by the Alhambra Police Department.
18. **TOW SERVICE RESPONSIBILITIES AND DUTIES**

Contractor's primary duty will be responding, on a first priority basis, to requests for towing services initiated by the Alhambra Police Department. Contractor must have at least two (2) tow trucks available at all times (24 hours/day, 7 days/week, 365 days/year, including holidays and weekends) to respond to requests for service from the Alhambra Police Department. Contractor must also respond to towing requests from other City employees who are duly authorized by law to remove vehicles for storage, investigations, or both.

Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents, mechanical breakdowns, storing, or impounding vehicles for investigations, evidence or a violation of law. Contractor must provide towing and storage services 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends.

19. **DUTIES AT THE SCENE**

After being requested to respond to the scene by the Alhambra Police Department, Contractor shall:

A. Neither move the vehicle nor attach to any vehicle until so instructed to do so by a member of the Alhambra Police Department.

B. Shall clean up and remove any and all debris from the accident scene as required by the Alhambra Police Department and the California Vehicle Code.

C. Provide towed vehicle owners, when present at the scene, with a business card or other information, indicating where the vehicle will be stored, including hours of operation.

20. **RECORDS**

Records shall be maintained by Contractor relating to vehicles towed, stored or impounded at the City's request:

Contractor shall keep complete and accurate records of all vehicles towed, stored or impounded at the request of the City and shall include the amount of fees charged by Contractor for each such vehicle. The report shall also list the number of vehicles towed, stored or impounded at the request of the City that are sold through lien sale. Contractor shall provide a written and electronic format quarterly report to the Chief of Police, or his/her designee, on January 15th, April 15th, July 15th and October 15th containing the above information (the "Report"). The Report shall be limited to vehicles ordered towed, stored or impounded by City.

Contractor and the City shall maintain records of the times that calls for service are received, dispatched, and the times the tow vehicles arrive on scene. Contractor's record system should be adequate to provide an inquiring party with the ability to locate a vehicle by searching the following information: license plate number, the make, model, color, date or location of towing or impound. The record system maintained by Contractor shall also be made available in an electronic format as specified by City personnel that is searchable as listed in this section.

21. **INSPECTION OF RECORDS, FACILITIES, EQUIPMENT AND DRIVERS**
All records required to be kept by Contractor shall be available for inspection by representatives of the Alhambra Police Department and the California Highway Patrol. In addition, Contractor shall submit at any reasonable time to an Alhambra Police Department inspection of all drivers, vehicles, equipment and yards. Contractor shall provide California Highway Patrol inspection certification for each of its towing vehicles to the Alhambra Police Department. If Contractor cannot produce an annual California Highway Patrol certification, the Alhambra Police Department reserves the right to require that all towing vehicles be inspected by an automotive professional certified by the State of California Bureau of Automotive Repair, and selected by the Alhambra Police Department. All vehicle inspection fees shall be borne solely by Contractor and shall be due and payable upon presentation of the vehicle for inspection. Any tow vehicle that fails an inspection shall not be used to provide towing service to the City until it is repaired and passes re-inspection. All tow vehicles shall be operated and maintained in compliance with all applicable state and federal laws and regulations.

22. **TOWING RATES AND STORAGE FEES**

The rate for towing shall be from the primary towing facility and return to the same. A one-hour minimum may be charged. Charges in excess of one hour may be charged in fifteen-minute increments. There shall be no additional charge for labor, mileage, etc. The tow rates and storage fees for the City of Alhambra Tow Truck Services cannot exceed the towing and storage rates established each year by the California Highway Patrol (CHP) for the sector applicable to Alhambra. These rates may be reviewed annually on June 1st to match any local CHP rate and fee changes. Contractor must notify the Chief of Police or his/her designee in writing of any tow rate and storage fee increase to match the CHP rates and fees. The Alhambra Police Department will verify any increases. Any disputes will be reconciled through a meeting between the Chief of Police or his/her designee and Contractor. If the rate and fee increases are verified, the new rates will take effect on July 1st. Contractor agrees that Chief of Police's, or his/her designee's, determination concerning tow rates and storage fees shall be final.

Vehicles stored twenty-four hours or less shall be charged no more than one-day's storage fees. Each day thereafter shall be calculated by the calendar day.

Contractor must maintain a sign listing the rates and charges of all towing and storage services offered. Such sign shall be conspicuously placed in the office or other places where customer financial transactions take place.

A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request by a vehicle owner or driver for any vehicle towed or stored by Contractor.

In the event that a vehicle is stored or impounded at the direction of the Alhambra Police Department, and it is subsequently determined that the City is responsible for the cost of such storage and/or towing, Contractor agrees not to assess the City for costs of tow and/or storage of the vehicle.

Contractor further agrees to tow and store vehicles that will be used as, or contain, evidence of crimes for the Alhambra Police Department without charge. Contractor acknowledges that it may not satisfactorily perform its duties to tow and store vehicles that will be used as, or contain, evidence of crimes if criminal charges are pending against Contractor, or one of its owners or principals. Contractor's inability to perform this function constitutes a material breach of this Agreement and shall provide the basis for either suspension or revocation of this Agreement, in the discretion of the City.
After-Hours Vehicle Releases: Contractor's normal business hours shall be at least from 8:00 a.m. to 5:00 p.m., seven (7) days a week, including holidays. Contractor may charge a flat fee for after-hour releases.

Towing of City Vehicles: Contractor further agrees to tow and store, for a period not exceeding five days, all City vehicles free of charge. Moreover, Contractor agrees not to charge for the changing of flat tires on City vehicles.

23. **SERVICE CALLS AND LABOR**

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service, and may be charged in accordance with this Agreement at the hourly rate of no more than $60.00, with a thirty (30) minute minimum. Charges for service periods in excess of thirty (30) minutes may be charged in fifteen-minute (15) increments.

24. **AGREEMENT FEES**

For the privilege of being the exclusive contractor for City-requested towing and storage services, Fees shall be due and payable as follows:

A. Contractor shall pay to City a one-time administrative fee of Five Thousand Dollars ($5,000.00) to reimburse City for costs associated with development of this Agreement upon execution of this Agreement.

25. **ACCEPTANCE OF PAYMENT**

The Contractor shall accept payment by a valid bank credit card or cash for towing and storage charges. The Contractor shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction. This payment can be accepted from the registered owner, legal owner or the agent claiming the vehicle in accordance with California Vehicle Code section 22651.1.

26. **SIGNS AND ADVERTISING**

Contractor shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the City of Alhambra.

27. **INDEMNITY, DUTY TO HOLD HARMLESS AND DUTY TO DEFEND**

A. Duty to Indemnify/Hold Harmless

To the fullest extent permitted by law, Contractor agrees to indemnify, defend (with counsel reasonably acceptable to City), protect, hold harmless, and assume all liability of the City of Alhambra, its elected officials, officers, employees, agents and volunteers (collectively "Indemnified Parties") from and against all claims (including, without limitation, claims for bodily injury, death, damage to property or workers' compensation benefits), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and
costs, and all other professional, expert or consultant's fees) of every kind and nature whatsoever (individually, a "claim"; collectively, "claims"), whether under state or federal law, which may arise from or are in any manner related to the provision of towing services by Contractor pursuant to this Agreement, regardless of any active or passive negligence or strict liability of the Indemnified Parties (but excluding therefrom any willful misconduct), and further agrees to indemnify the Indemnified Parties, regardless of whether the Claim or Claims is/are asserted by an elected official, officer, employee, agent or volunteer of the City of Alhambra.

Contractor understands and acknowledges that the indemnification obligation hereunder, includes, but is not limited to, a "Type I" indemnity under California law and extends to and includes all claims arising from the active or passive negligence of the Indemnified Parties.

Contractor further understands and acknowledges that the indemnification obligation hereunder extends to workers' compensation claims made by any elected officials, officers, employees, agents or volunteers of the City of Alhambra which may arise from or are in any manner related to the provision of towing services by Contractor pursuant to this Agreement.

B. Duty to Defend

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of the Indemnified Parties. Such defense obligation, which shall be managed by Contractor, shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Payment to Contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Contractor's duties to indemnify, defend and hold harmless pursuant to this Agreement shall survive the either the expiration or earlier termination of this Agreement until such time as any legal action against the Indemnified Parties for any such matters indemnified hereunder are fully and finally barred by all applicable statutes of limitation or statutes of repose. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's duties to indemnify, defend or hold harmless pursuant to this Agreement.

C. Disputes between the City and Contractor Concerning this Agreement

Disputes between Contractor and the City concerning the provision of towing services to the City of Alhambra pursuant to the towing services Agreement are excluded from the duty to indemnify, defend and hold harmless.

28. LIABILITY INSURANCE

Contractor shall, at its own cost and expense, maintain policies of insurance affording protection against third party bodily injury liability and property damage liability occasioned by reason of the provision towing services, impoundment and storage of vehicles. The minimum insurance established for the following categories are:

General Liability Insurance - Contractor agrees to maintain a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than Three
Million Dollars ($3,000,000.00).

Commercial Business Automobile Liability (as required by Section 16500.5 California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than Three Million Dollars ($3,000,000.00). The policy shall also include owner, non-owner, and hired auto coverage.

Uninsured Motorist - Legal minimum combined single limits.

On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck $25,000
- b. Class B Tow Truck $50,000
- c. Class C Tow Truck $100,000
- d. Class D Tow Truck $100,000

Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than Three Million Dollars ($3,000,000.00).

Garage Keepers Liability - Shall be the same minimum as On-Hook Coverage for vehicles in the care, custody and control of the operator in the storage yard.

Contractor shall obtain and maintain at all times in full force and effect during the term of this Agreement all insurance policies and coverage listed above. Contractor further agrees to submit to the Alhambra Police Department certificates of insurance and endorsement pages naming "the City of Alhambra, its elected and appointed officials, officers, employees, agents, and volunteers as additional insured." Any and all insurance obtained and provided pursuant to this Agreement shall not be canceled prior to the termination of this Agreement. Contractor agrees to deliver a copy of all insurance policies, endorsements, and certificates to the Alhambra Police Department, which are subject to the approval of the City Attorney as to form, thirty (30) days in advance of the effective date of this Agreement.

Contractor further agrees that its insurance shall be primary insurance with respect to any claims, losses, or liability arising from the provision of towing services by Contractor pursuant to this Agreement, and that the insurance carried by the City of Alhambra shall be excess and not contributory with the insurance provided by Contractor. Contractor further agrees to provide an endorsement to its insurance policies with such language. Contractor further agrees to notify City in writing at least thirty (30) days prior to any cancellation or reduction in coverage in Contractor's insurance coverage for any insurance providing coverage for the services relating to this Agreement. Contractor further agrees that it will provide the City with prompt and timely notice of any claim made or suit instituted arising from any way related to Coverage is to be provided by insurers admitted/authorized to do business in the State of California and approved by the City. Defense coverage must be in addition to policy limits. If umbrella coverage is used, it must include drop down coverage if underlying coverage does not apply, and the umbrella policy must have the same starting and ending date as the primary policy.

Contractor shall have the sole right to select its insurance carrier(s), provided such carrier lawfully transacts business in the State of California. However, all insurance required by this Agreement must be issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, unless these requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City,
Contractor agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that Contractor will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the City within ten (10) days of receipt of notice from the Risk Manager.

Contractor shall not perform any services pursuant to this Agreement unless and until all insurance policies and coverage set forth herein are obtained and copies of said policies, endorsements and certificates are provided to the City of Alhambra in accordance with the provisions specified above.

29. **WORKERS COMPENSATION INSURANCE**

Contractor further agrees to, at its own cost expense, maintain a policy of Worker's Compensation insurance providing coverage of persons employed by Contractor in connection with work performed in, upon, or around the vehicle to be towed, stored or impounded during the period covered by this towing service Agreement. The minimum amount of coverage for the Worker's Compensation insurance policy shall be One Million Dollars ($1,000,000.00).

30. **ASSIGNMENT OR TRANSFERS OF AGREEMENT**

Contractor shall not sell, transfer, lease, assign, sublet, mortgage or dispose of in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, or any rights or privileges herein granted, without the prior written consent of the Chief of Police, or his/her designee. The Chief of Police, or his/her designee's approval of a transfer or assignment of this Agreement shall be conditioned upon Contractor's sale or disposal of all ownership rights in Contractor's tow truck business. If Contractor desires to transfer or assign its rights in the tow truck business, because he or she intends to sell or dispose of all interests in the tow truck business that is authorized to perform towing services with the City, Contractor shall make a written request to the City of Alhambra for a transfer or assignment of the Agreement. The written request, along with a deposit fee of five thousand dollars ($5,000.00) to cover the City's reasonable investigation costs, and the proposed sale agreement or other document evidencing disposal of the tow truck business shall be submitted to the Alhambra Police Department at least one hundred twenty (120) calendar days before the requested effective transfer or assignment date. The City of Alhambra shall investigate the proposed transferee or assignee and determine whether the transferee or assignee is qualified to serve as a tow truck operator pursuant to the criteria and requirements set forth herein. Such decision shall be in the sole and absolute discretion of the City of Alhambra. If the Alhambra Police Department determines that the proposed transferee or assignee is qualified to be a tow truck operator, it will recommend that the City Council approve the transfer or assignment. Upon completion of the investigation process, the City of Alhambra shall provide Contractor with an accounting of the administrative and legal costs associated with the City's review of Contractor's request for a transfer or assignment of the Agreement, and refund or request additional funds as appropriate. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Agreement without the prior written consent of the City of Alhambra shall be null and void.

31. **RISK**

Contractor assumes all risk in the event of damage, theft, fire of the vehicles or any property towed and stored by Contractor, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by Contractor.
32. **TERM OF TOW AGREEMENT**

The initial term of this Agreement will be for 4 years from the Effective Date. The Agreement shall automatically renew for three (3) additional one-year periods, unless previously terminated by either of the parties hereto.

33. **OFFICIAL POLICE TOW SERVICE / ALHAMBRA POLICE DEPARTMENT COMMUNICATIONS**

The Administrative Division Assistant Chief, or his/her designee, shall conduct meetings to discuss issues of concern with respect to performance by Contractor under the Agreement. These meetings shall be mandatory for the operator, or his/her designee. The Alhambra Police Department shall give the operator five (5) days advance written notice of these meetings.

34. **TERMINATION OF AGREEMENT**

A. **Termination without Cause**

Either party may terminate this Agreement at any time, without cause, upon providing 30 days' written notice to the other party. Upon receipt of the notice of termination from the City, Contractor must immediately cease all work or services except as may be specifically approved by the City.

B. **Termination for Cause**

In the event Contractor, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted; (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Section 36 of this Agreement, or for any other cause the City determines to be so serious and compelling as to affect Contractor's responsibility as a public consultant or contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Agreement upon providing Contractor with ten (10) days' written notice of termination. Additionally, should Contractor be provided with a written notice of default with respect to any provision of this Agreement and fail to cure such default within fifteen (15) days of the date of such notice (or, if a cure is not possible within such fifteen (15) days, fail to commence to cure and thereafter diligently prosecute to completion), City may terminate this Agreement upon providing Contractor with ten (10) days' written notice of same.

35. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials,
governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform (a "force majeure event"), then that party's performance will be excused for a period equal to the period of such force majeure event, provided that the party claiming the force majeure event has notified the other party in writing within ten days after the commencement of such event.

36. CONFLICT OF INTEREST

A. No officer or employee of the City may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee of the City, nor may any officer or employee of the City solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

37. NOTICES

Any notice required to be given under this Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as follows:

CONTRACTOR:
Henry's Towing & Recovery Inc.
1100 S. Westminster Ave. Alhambra, CA 91803
Attention: Henry Bojorquez Sr.

CITY OF ALHAMBRA:
Alhambra Police Department
211 S. First St. Alhambra, CA 91801
Attention: Chief of Police

CITY ATTORNEY FOR THE CITY OF ALHAMBRA:
C/O Burke, Williams, & Sorensen, LLP
444 S. Flower St. Suite #2400 Los Angeles, CA 90071
Attention: Joe Montes

Such notice shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

38. AUTHORITY TO ENTER AGREEMENT
The City and Contractor warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to perform the conditions contemplated herein.

39. SEVERABILITY

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties hereto agree to waive any right to challenge the provisions of this Agreement. Such waiver shall not extend to disputes concerning interpretations of the application of any provisions of this Agreement.

40. ATTORNEYS' FEES AND COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

41. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

42. WAIVER

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.

43. DAYS

Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

44. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the City and Contractor and supersedes any prior oral or written statements or agreements between the City and Contractor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both the City and Contractor. Contractor represents that it has conducted all due diligence and investigation prior to entering into this Agreement, and has not relied upon any representations that are not set forth herein as an inducement to enter into this Agreement.

45. BINDING ON ASSIGNS
Each and all of the terms, covenants, and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the City and Contractor.

46. **CAPTIONS**

The captions of the various sections, articles and/or paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

47. **CONSTRUCTION**

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the City and Contractor or their respective agents have all participated in the preparation of this Agreement.

48. **COOPERATION / FURTHER ACTS**

The City and Contractor shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.
IN WITNESS WHEREOF, the City and Contractor have caused the within Agreement to be executed by their respective officers hereunto duly authorized.

CITY OF ALHAMBRA

By:

Adele Andrade-Stadler
Mayor

HENRY’S TOWING & RECOVERY INC.

By:

Henry Bojorquez Sr.
President

By:

Henry Bojorquez Jr.
Vice President

ATTEST:

City Clerk

APPROVED AS TO FORM:

Joseph Montes
City Attorney
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL: 

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kelley Fraser, Chief of Police

SUBJECT: ACCEPTANCE OF BEHAVIORAL HEALTH JUSTICE INTERVENTION SERVICE GRANT (BHJIS)

RECOMMENDATION:

It is recommended the City Council accept an additional $63,313 from the Behavioral Health Justice Intervention Services (BHJIS) Project; appropriate revenue and expenditure funds in the amount of $63,313; and direct staff to undertake the steps necessary to finalize the Council's action.

BACKGROUND:

- The California Department of Health Care Services ("DHCS") was awarded funding by the Substance Abuse and Mental Health Services Administration ("SAMHSA") through the Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA"). The DHCS has contracted with Advocates for Human Potential, Inc. ("AHP") as the administrative entity to assist DHCS in overseeing and implementing the Behavioral Health Justice Intervention Services ("BHJIS") Project. Through this project a grant was made available for agencies to apply for assistance for new and existing programs to help with community education and implementation of mental health, substance abuse and/or homeless prevention.

- On March 14, 2022, City Council accepted $245,659 from the Behavioral Health Justice Intervention Services (BHJIS) Project. Staff have utilized the grant in an effort to increase community awareness of the Homeless Outreach Mental Evaluation ("HOME Team") which is comprised of Alhambra Police Officers, the City's homeless outreach service provider ("L.A. CADA") and a Department of Mental Health ("DMH") liaison.

- Additional funds were made available increasing the grant amount from $245,659 to $308,972 and extending the performance period to June 30, 2023. Additional grant funds will be used to purchase electric bicycles for bike patrol, hygiene kits, community engagement, equipment and extend L.A. CADA homeless outreach specialist on nights and weekends.

FINANCIAL ANALYSIS:

Acceptance of the BHJIS Grant by the City Council requires an amendment to the 2022-2023 fiscal year adopted budget for anticipated grant revenues from the program (Account No.
and budget expenditure appropriation to the Police Department (Account No. 101.20.2010.99306) in the amount of $63,313.

**ATTACHMENTS:**
None
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL: [Signature]

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kelley Fraser, Chief of Police

SUBJECT: APPROVAL OF AMENDMENT TO INFORMATIONAL TECHNOLOGY AND SUPPORT SERVICES CONTRACT FOR THE ALHAMBRA POLICE DEPARTMENT

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to execute an amendment, subject to final language approved by the City Manager and City Attorney, to C2M21-28 to include additional informational technology (IT) support hours, cloud backup, spam filter and cybersecurity services increasing the contract amount not to exceed $200,000 annually; direct staff to undertake the steps necessary to finalize Council’s action; and authorize the City Manager to execute any additional documentation to extend the amendment subject to satisfactory firm performance and future budget allocations for two one-year extensions.

BACKGROUND:

On July 1, 2021, the City entered into contract no. C2M21-28 for Professional Information Technology and Support Services with SDI Presence LLC (SDI) (previously Scientia Consulting Group Inc) for a term of three years with two one-year extensions.

Due to the increase of cybersecurity attacks among local agencies, the Alhambra Police Department requires additional services to better protect network systems from attacks and vulnerability which consist of:

- **Cloud Backup, Delivery, and Recovery** – SDI utilizes advanced cloud tools to provide incremental and full-system backups of the PD’s network data. While in transit and at rest, data is encrypted and safely stored in redundant and managed servers. SDI engineers manage the storage, recovery and availability of servers and data to minimize downtime for the Police Department. The annual cost not to exceed $29,200.

- **Spam Filter** – SDI provides a spam filter service to detect unsolicited, unwanted, and virus-infected emails and prevent those messages from getting to a user’s inbox protecting the Police Department’s network. The annual cost not to exceed $3,920.

- **Cybersecurity Software** – SDI applies cybersecurity technology to every endpoint (device) within the Police Department that utilizes automation and control to autonomously prevent, detect and recover from cyber threats in real-time. The annual cost not to exceed $5,380.
In the recent months, the Police Department experienced several technical issues and system failures such as Virtual Desktop Infrastructure (VDI) host failure, network switch failure and Uninterrupted Power Supply (UPS) power outage that required additional support services that were not accounted for. Therefore, due to the demands of unexpected support services it is necessary to increase the professional information technology and support services to include an additional amount of $15,500.

SDI is currently the Police Department’s contractor for professional information technology services and has been providing consistently reliable and satisfactory services to the Police Department since 2012. SDI has a clear understanding of the Police Department’s current needs and has extensive knowledge and experience with the Department of Justice’s and Federal Bureau of Investigation’s policies and procedures that public safety must follow.

FINANCIAL ANALYSIS:

Expenditures for the costs have been budgeted in the 2022-2023 Fiscal Year Budget and are included under account number 101.20.2010.61120. Cloud backup, delivery and recovery is funded through American Rescue Plan Act (ARPA) under account number 281.20.9106.91918.

ATTACHMENTS:

None.
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL: [Signature]

DATE: May 8, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lucy Garcia, Assistant City Manager

SUBJECT: LETTER OF SUPPORT FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION AND CITY OF LOS ANGELES LAND RELINQUISHMENT AT THE I-710 STUB TO CALIFORNIA STATE UNIVERSITY LOS ANGELES

RECOMMENDATION:

It is recommended the City Council approve a letter of support for land relinquishment by the California Department of Transportation (Caltrans) and the City of Los Angeles, for property located just north of the I-710 Stub, to the California State University Los Angeles (CSULA).

BACKGROUND:

- The City of Alhambra has been conducting outreach subject to “Advancing Alhambra” and/or mobility improvements throughout Alhambra to reduce traffic and congestion issues, pursuant to Measure R Funds allocated by the Los Angeles County Metropolitan Transportation Authority.

- From “Advancing Alhambra,” improvements have been studied at the Fremont, Atlantic, and Garfield on and off-ramps and at the I-710 Stub (converting the Stub’s 6-lane freeway to a 4-lane arterial).

- On March 29, 2023, staff met with CSULA to provide an update regarding the I-710 Stub arterial concept. At the conclusion of this meeting, CSULA expressed strong interest in retaining its land use agreement for property located just north of the I-710 Stub.

- While the City of Alhambra has no ownership to the land currently leased by the University, the City’s proposed improvements at the I-710 Stub have no conflict with CSULA’s use of the property.

- The land leased by CSULA is desired for future needs, including possibly parking, student or faculty housing, instructional or recreational space. The land is currently owned by the State of California (APN 5220-034-902; 5220-034-903; 5220-032-900); once relinquished, the Right of Way is within the City of Los Angeles.
May 8, 2023

Tony Tavares, District Director
Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

Matthew W. Szabo, CAO
City of Los Angeles
200 N. Main Street, Suite 1500
Los Angeles, CA 90012-4137

RE: Letter of Support for Caltrans and City of Los Angeles Land Relinquishment to California State University Los Angeles

Dear Mr. Tavares:

We are writing this letter in support of relinquishment of land to California State University Los Angeles (CSULA) from the State of California Department of Transportation (Caltrans) and the City of Los Angeles, for property located just north of the I-710 Terminus (Stub) (APN 5220-034-902; 5220-034-903; 5220-032-900). As the lead City undertaking improvements at the I-710 Stub, the City of Alhambra believes continued use of the land by CSULA is beneficial to both the University and the City of Alhambra.

The City of Alhambra’s concept at the Stub involves converting it from a six-lane freeway to a four-lane arterial with bike and pedestrian facilities. Since the State of California is the owner of the I-710 Stub under the State Highway System, the California Department of Transportation is currently working with the City on the review of this important community mobility improvement. The project aims to relieve the City and its residents from undue traffic stress caused by substantial cut-through traffic and congestion.

On March 29, 2023, the City conducted an outreach meeting with CSULA to provide an update regarding the City’s I-710 Stub arterial concept. At this meeting, the City learned of certain land arrangements at the Stub by the University. Such land is currently owned by Caltrans; however, once relinquishment transpires, the Right of Way shall be with the City of Los Angeles. CSULA has been leasing this land for possible future parking, recreation or instructional facilities, or student/faculty housing. Should the City’s arterial improvements at the Stub be developed, CSULA has requested their land use not be interrupted. The City of Alhambra has reviewed the property in question, and it’s clear the land intentions by CSULA present no conflict whatsoever to the City with respect to the Stub improvements under consideration.

CSULA is a highly respected academic institution committed to providing its students with the best possible education. Their interest in continuing to lease land space from
the State indicates they see the land as an excellent future resource for the University and its students, and an opportunity to bring additional benefits to the local community. That said, we urge you to preserve the current land use by CSULA through relinquishment to maintain the positive legacy our jurisdictions enjoy and to enable transformational change within our region.

Sincerely,

______________________________  ______________________________
Adele Andrade-Stadler, Mayor       Ross J. Maza, Vice Mayor

______________________________  ______________________________
Sasha Renée Pérez, Councilmember    Katherine Lee, Councilmember

______________________________
Jeffrey K. Maloney, Councilmember

Cc: California Senator, Maria Elena Durazo  
   City of Los Angeles, District 14, Councilmember, Kevin De Leon  
   CSULA President, William Covino

Attachments: Parcel Maps
The information for this item is available at the City Clerk's Office

(626) 570-5090
The information for this item is available at the City Clerk’s Office

(626) 570-5090