

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, September 1, 2020

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

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member



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

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

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

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

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

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

Public Comment

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hPCA.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) –

1. Outstanding Businesses Recognition
2. Huntington Park Sanitation District Good Corporate Citizens Recognition

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
HP Tow v. City of Huntington Park

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Two Matters

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1. **Regular City Council Meeting held May 19, 2020**
 - 1-2. **Regular City Council Meeting held August 14, 2020**
 - 1-3. **Regular City Council Meeting held August 18, 2020**

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated September 1, 2020**

COMMUNITY DEVELOPMENT

3. **Adopt Ordinance Approving a Public Welfare, Morals and Conduct Ordinance Amendment Amending Title 5, Chapter 11, Article 2, and Article 4 of the Huntington Park's Municipal Code.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. **Waive second reading and adopt Ordinance No. 2020-984, approving an ordinance amendment amending Title 5, Chapter 11, Article 2, and Article 4 of the Huntington Park's Municipal Code.**

4. Adopt Ordinance Approving Adding Article 21, in Chapter 7, at Title 4 "Public Safety" of the Huntington Park's Municipal Code.
 1. Waive second reading and adopt Ordinance No. 2020-985, approving adding Article 21, in Chapter 7, at Title 4 "Public Safety" of the Huntington Park's Municipal Code.

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

5. **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014).
6. **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN AND CONSTRUCITON MANAGEMENT OF CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to design and oversee the construction and inspection of CIP 2020-01 Senate Bill 1, the Road Repair and Accountability Act of 2017, Street Enhancement Project FY 2020-21.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 15, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 28th day August 2020.



Sergio Infanzon, Acting City Clerk

ITEM No. 1

MINUTES

Special Meeting of the
City of Huntington Park City Council
Friday, August 14, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Friday, August 14, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Sergio Infanzon, Director of Community Development/Acting City Clerk; Nita McKay, Director of Finance & Administrative Services; Cesar Roldan, Director of Public Works; **ABSENT:** Cynthia Norzagaray, Director of Parks & Recreation and Raul Alvarez, Assistant City Manager.

INVOCATION

Invocation was led by Vice Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias

PRESENTATIONS

1. No Presentations

PUBLIC COMMENT

1. No Public Comment Cards were submitted.

STAFF RESPONSE

1. No staff response

CLOSED SESSION

At 6:05 p.m. Mayor Avila, recessed to closed session.

1. TREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957 – Consultation with City Manager, City Attorney, Chief of Police and other appropriate City Officials

At 6:25 p.m., Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session item 1. 1). No final action taken, nothing to report.

REGULAR AGENDA

FINANCE

1. **CONSIDERATION AND APPROVAL OF RESOLUTIONS ADOPTING THE CITY OF HUNTINGTON PARKS'S FISCAL YEAR 2020-21 OPERATING AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND OTHER RELATED ACTIONS AND ESTABLISHING THE APPROPRIATION LIMIT FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

City Manager Ricardo Reyes announced the item and introduced Nita McKay, Director of Finance and Administrative Services to present the item.

Motion: Vice Mayor Ortiz moved to approve the resolutions adopting the City of Huntington Park's Fiscal Year 2020-21 Operating Improvement Program (CIP) Budget and other related actions and establishing the appropriation limit for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Macias thanked the Finance Director and City Manager for getting the budget together. She stated that this year was harder given the circumstances, but staff was able to present a balance budget to continue providing services to the residents.

Council Member Martinez thanked the staff for making sure the council meeting was able to have a safe meeting and for all the time invested to prepare the budget.

Council Member Sanabria thanked staff for their hard work and making sure the residents continue having good services.

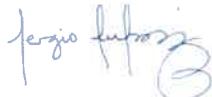
Vice Mayor Ortiz thanked the Finance Director and the City Manager for preparing the budget under these difficult times that no one would have predicted. She stated that five (5) years ago when Councilmember Sanabria and I got elected, the City of Huntington Park was on a 4.2-million-dollar deficit, in the red, and for 5 years they worked very hard to make sure this never happens again. She also stated that the goal is for the city to always sustain itself without relying on outside sources. She also thanked the departments heads and stated that the city doesn't have control over the pandemic and sales taxes and other revenue are not coming in. She also mentioned that it was not an easy meeting and was thankful for the clear presentation of the budget. This is the beginning of tough times and as difficult as things have gotten, staff is always looking for whatever is best for the residents of the City. She finished by saying that they all are here to make sure residents receive the services they deserve and the City is self-sustain.

Mayor Avila thanked the Director of Finance and the City Manager. He also reminded everyone to be careful with the pandemic and reminded the rest of the Council to provide names of volunteers, individuals/residents that been helping during the pandemic to be recognized.

ADJOURNMENT

Mayor Avila adjourned the meeting at 6:42 p.m. on Memory of the mother and stepfather of Long Beach Mayor Robert Garcia, to a Regular Meeting on Tuesday, August 18, 2020 at 6:00 P.M.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, May 19, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 7:25 p.m. on Tuesday, May 19, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Araceli Almazan, Legal; Raul Alvarez, Assistant City Manager, Nita McKay, Director of Finance & Administrative Services; Cesar Roldan, Director of Public Works; and Susan Crum, Acting City Clerk.

INVOCATION

Invocation was led by Vice Mayor Ortiz

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias

PRESENTATIONS - None

PUBLIC COMMENT - None

STAFF RESPONSE – None

CLOSED SESSION

At 7:27 p.m. Araceli Almazan, recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: Police Management Association (PMA)

At 7:45 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal announced with all Council Members present and briefed on the closed session item, no action was taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Council Member Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held May 5, 2020

1-2. Emergency City Council Meeting held May 12, 2020

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated May 19, 2020.

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION FOR ANNUAL TRANSPORTATION PLANNING MEMBERSHIP DUES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1.** Approve a budget appropriation in the amount of \$43,910 to Account No. 220-8085-431.64-00 from unappropriated Proposition C fund balance; and
- 2.** Approve the Gateway Cities Council of Government invoice for membership dues for a not-to-exceed amount of \$25,000 payable from Account No. 220-8085-431.64-00; and
- 3.** Approve the Eco-Rapid Transit Annual Membership FY 2020-2021 dues for a not- to-exceed amount of \$18,910 payable from Account No. 220-8085-431.64-00; and
- 4.** Authorize the City Manager or designee to execute the applicable fiscal documents.

After the vote, Council Member Macias realized she could not vote on item No. 3, since she sits on the Board with Eco-Rapid Transit and receives a stipend.

Araceli Almazan, Legal, advised Council Member Macias to refrain from voting on Item No. 3, and a re-vote must be done.

Motion: Council Member Sanabria moved to re-do the previous vote on item No. 3 of the consent calendar, seconded by Vice Mayor Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Vice Mayor Ortiz and Mayor Avila
NOES: Council Member(s): None
ABSTAINED: Council Member(s): Macias

New Motion: Council Member Sanabria moved to approve item 3 of the consent calendar, seconded by Vice Mayor Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Vice Mayor Ortiz and Mayor Avila
NOES: Council Member(s): None
ABSTAINED: Council Member(s): Macias

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

4. APPOINTMENTS OF CITY COUNCIL MEMBERS TO THE VARIOUS OUTSIDE COMMITTEES.

City Manager Reyes introduced the item. All Council Members discussed and agreed upon the following Appointments and Actions to the various Outside Committees and/or Agencies.

California Contract Cities Association

Director: Vice Mayor Graciela Ortiz
Alternate: All Council

Central Basin Water Association

Member: Council Member Marilyn Sanabria
Alternate: Council Member Karina Macias

Eco Rapid Transit (Formerly Orange Line Development Authority)

Board Member: Council Member Karina Macias
Alternate: Council Member Marilyn Sanabria

Gateway Cities Council of Governments

Delegate: Council Member Marilyn Sanabria
Alternate: Council Member Karina Macias

Metro Service Council (part of Gateway Cities Council of Governments)

Member: Council Member Karina Macias

Gateway Water Management Authority

To be introduced for consideration under following Agenda Item No. 7.

HUB Cities Consortium

Member: Vice Mayor Ortiz
Alternate: Council Member Marilyn Sanabria

Independent Cities Association

Director: Council Member Eduardo "Eddie" Martinez
Alternate: Council Member Karina Macias

Independent Cities Finance Authority Governing Board - ICFA

Delegate or Official: Council Member Eduardo "Eddie" Martinez
Alternate: Council Member Marilyn Sanabria

Independent Cities Risk Management Authority Governing Board - ICRMA

To be brought back via Resolution at the June 2, 2020 City Council Meeting

League of California Cities

Member: Council Member Eduardo "Eddie" Martinez
Alternate: Council Member Marilyn Sanabria

LA County City Selection Committee

Member: Mayor Manuel "Manny" Avila
Alternate: Vice Mayor Graciela Ortiz

Los Angeles County Library District

Director: Mayor Manuel "Manny" Avila
Alternate: Council Member Eduardo "Eddie" Martinez

Los Angeles County Sanitation District No. 1

To be brought back via Resolution at the June 2, 2020 City Council Meeting

Los Angeles County Vector Control District

Member: Council Member Marilyn Sanabria

Southern California Association of Governments (SCAG)

Delegate: Council Member Eduardo "Eddie" Martinez

Alternate: Mayor Manuel "Manny" Avila

5. APPOINTMENTS, RE-APPOINTMENTS AND REMOVAL (IF NECESSARY) BY COUNCIL MEMBERS TO THE VARIOUS CITY COMMISSIONS.

City Manager Reyes introduced the item and announced each Council Member, who then followed with their Commission Appointments, reappointments and removals as follows:

Civil Service Commission

Council Member Martinez re-appointed Manuel Morado

Council Member Sanabria – no appointment at this time

Council Member Macias re-appointed Guillermo Monterosa

Vice Mayor Ortiz – appointed Lorena Valenzuela, therefore Maria Magana's term ended in March 2020.

Mayor Avila re-appointed Teresa Baltazar

Health & Education Commission

Council Member Martinez - no appointment at this time, therefore Ana Elizarraras' term ended in March 2020.

Council Member Sanabria re-appointed Ebony Batiste

Council Member Macias re-appointed Robert Cabrales

Vice Mayor Ortiz - appointed Gloria Rodriguez

Mayor Avila re-appointed Teresa Baltazar

Historic Preservation Commission

Council Member Martinez - no appointment at this time, therefore Jaime Bravo's term ended in March 2020.

Council Member Sanabria re-appointed Kathy Gaytan

Council Member Macias re-appointed Guillermo Flores

Vice Mayor Ortiz re-appointed Wally Shiedler

Mayor Avila re-appointed Judith Rosales

Parks & Recreation Commission

Council Member Martinez appointed Gerald Chavarria, therefore Celia Rivas' term ended in March 2020.

Council Member Sanabria re-appointed Betty Davis-Gonzalez

Council Member Macias re-appointed Edgar Gordillo

Vice Mayor Ortiz – no appointment at this time

Mayor Avila re-appointed Karinna Guerrero

Planning Commission

Council Member Martinez appointed Erica Nuno, therefore Irving Pacheco's term ended in March 2020.

Council Member Sanabria re-appointed Angelica Montes

Council Member Macias re-appointed Eduardo Carbajal

Vice Mayor Ortiz re-appointed Jonathan Sanabria

Mayor Avila - no appointment at this time

Youth Commission (Each Council Member appoints two (2))

Council Member Martinez - no appointments at this time, therefore Kimberly Guzman's term ended in March 2020.

Council Member Sanabria re-appointed Joel Palma; and no other appointment at this time

Council Member Macias re-appointed Joanna Ramos and Brandon Valdez

Vice Mayor Ortiz re-appointed Kelly Martinez; and no other appointment at this time

Mayor Avila appointed Kiarra Sandoval and Victor Monares

FINANCE

6. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP

City Manager Reyes introduced Nita McKay, Director of Finance & Administrative Services who would present the item.

Motion: Council Member Sanabria moved to Approve First Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie + Payne, LLP; appropriate \$60,000 in account number 111-3010-415.32-40 from General Fund unappropriated fund balance; and authorized the City Manager to execute the first amendment to the agreement, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): None

PUBLIC WORKS

7. CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING A BOARD MEMBER AND ALTERNATE TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD

City Manager Reyes introduced Cesar Roldan, Director of Public Works who would present the item.

Motion: Council Member Sanabria moved to Adopt Resolution No. 2020-46 appointing Cesar Roldan, Director of Public Works, as the primary board member and Whitford Marin, Management Analyst, as the alternate board member to represent the City of Huntington Park on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board, along with providing City Council with a Status Report during a Council Meeting at a later time, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): None

8. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS INC. TO DEVELOP AND HOST THE PARKING APP ASSOCIATED WITH CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CALL FOR PROJECTS ID# F7702

City Manager Reyes introduced Cesar Roldan, Director of Public Works who would present the item.

Motion: Vice Mayor Ortiz moved to approve a budget appropriation of \$66,800 to Measure M account number 210-8010-415.56-41 from unappropriated fund balance for the current Fiscal Year 2019-20; and approved the professional services agreement with Nobel Systems, Inc. for the development and hosting of the parking App associated with CIP 2018-07 Downtown Huntington Park i-Park System Implementation Call for Projects ID# F7312 (Project) for a five (5) year-period; and authorized the City Manager to negotiate final terms and execute the professional services agreement for a not-to-exceed fee based on the proposal, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

CITY MANAGER

- 9. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER TWO TO THE FY 2019-20 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE (CDBG-CV) FUNDS AND AMENDMENT TO CITIZEN PARTICIPATION PLAN FOR HUD FUNDS**

City Manager Reyes introduced the item and announced the public hearing.

Mayor Avila opened the public hearing and City Manager Ricardo Reyes announced that there were public comments.

Actin City Clerk read the following public comments:

Public Comment No. 1 from Andy Molina: "Please increase the funding for small businesses from the existing CDBG funds from \$150,000 to \$200,000, also allocate \$200,000 from the new COVID-19 Relief Funds from Congresswoman Lucille Roybal.

Public Comment No. 2 from Leticia Martinez: A letter regarding increase allocation funding support for small businesses during COVID-19 Pandemic. "On behalf the small the businesses, approximately 1000 or more registered in the City of Huntington Park, the Chamber of Commerce request the City Council to approve an increase to the existing CDBG funds of 2019 on the HP microenterprise covid-19 from \$150,000 to \$200,000. In addition, the chamber of commerce also requests for an allocation of \$200,000 from the new CDBG Grant Covid-19. We applaud the efforts to assist the residents with housing needs. Other cities have provided other assistance to their residents. Support to businesses will help continue having them open and functioning.

Public Comment No. 3 from Sonia Luz: "I'm aware that the City will be receiving \$750,000 for relief funding. Our restaurant has been closed since March 17, we have applied for loans but we have not been able to receive any relief funding. We are asking the Mayor and Council to allocate some funding to help us so we can re-open and continue helping our community.

Public Comment No. 4 from Margarita Avila. "Avila's El Ranchito has been part of the City for more than 54 years. Our revenue has decrease dramatically. I plead with the Council to let us open once the County finds it appropriately. Thanks for your help during these difficult times.

Vice Mayor Ortiz stated that she had a proposal and moved to rollover the \$500,000 to the next fiscal year budget to be fiscally responsible and due to a projected budget shortfall. In addition, Vice Mayor Ortiz proposed to use the CDBG \$750,000 as follows: \$100,000 to go to emergency food programs, including senior food program that the City

is already providing funds. Senior are receiving a hot meal from local restaurants, therefore, helping the local economy by keeping those local restaurants in business. The second item would be \$250,000 for the HP microenterprise Covid-19 program to help small businesses with their leases with certain requirements from the businesses, one of these requirements being that have to be 5 employees or less and that they follow protocols when it comes to paying sales taxes and those regulations. The next item would be \$250,000 to the Huntington Park Emergency Housing Assistance Program to help residents with rental assistance. 20% of CDBG funding can be used for employees running the program, \$50,000 to run the program and \$200,000 for the program and the same for the microenterprise program. \$25,000 to help the Salvation Army and the remainder of the \$100,000 for a Huntington Park Roomkey Program to assist homeless.

Councilmember Sanabria suggested that for the microloan program, the Economic Development Committee should be the one providing direction and for the Roomkey program ask the Homelessness Committee to provide direction as well. Councilmember Sanabria seconded the motion.

City Attorney Araceli Almazan provided instruction to conduct the public hearing.

Council member Macias moved to open the public hearing to the public, seconded by Member Sanabria.

Renea Ferrell provided some clarification after checking with local agencies in the City and stated that the Salvation Army actually offers the Roomkey program services and other numerous services such as multi vouchers. They also provide a food bank in the City.

Vice Mayor Ortiz stated that the Homelessness Committee will discuss the \$100,000 that is being appropriated assuming that the motion passes.

Renea Ferrell also requested for the City Council to approve having virtual meetings for the Consolidated Plan instead of in person meeting due to the pandemic. She requested for the City Council to modify the Citizen's Participation Plan and to approve the City's release of the upcoming draft of the Action Plan for public review. We are planning to take it to City Council on June 16. Also, we were approved by HUD with a waiver that we requested, we also included in the notices that we are waiving the 30 day noticing to 5 days noticing due to Covid-19. Therefore, we are asking for your approval so we can release the draft.

Vice Mayor Ortiz amended her motion to add the approval of the virtual meetings and the release of the draft.

ROLL CALL:

AYES:	Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila
NOES:	Council Member(s): None
ABSENT:	Council Member(s): None

END OF PUBLIC HEARING

DEPARTMENTAL REPORTS

City Manager Ricardo Reyes announced the retirement of Acting City Clerk Susan Crum

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked staff and Susan Crum for her service to the City

Council Member Sanabria thanked staff and Susan Crum for her service and dedication to the residents of the City of Huntington Park

Council Member Macias thanked staff for the work conducted during these difficult times. She also thanked Susan Crum for her work performed for many years to the City of Huntington Park.

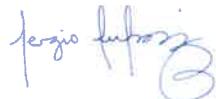
Vice Mayor Ortiz mentioned that meetings are recorded with a low volume and need to improve it so residents can hear better. If you need a mask, please contact us so we can find a way to provide one. She also thanked Chief Lozano for the support during the food distributions and other activities to help the community. Vice Mayor also thanked Susan Crum for her dedication and commitment to the City and residents.

Mayor Avila thanked Susan Crum

ADJOURNMENT

Mayor Avila adjourned the meeting in the name of all the graduates of the class 2020 at 8:39 p.m., to a Regular Meeting on Tuesday, June 2, 2020 at 6:00 P.M.

Respectfully submitted,



Sergio Infanzon, Acting City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, August 18, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, August 18, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Raul Alvarez, Assistant City Manager; Cosme Lozano, Chief of Police; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; **ABSENT:** Ricardo Reyes, City Manager; Nita McKay, Director of Finance & Administrative Services, Cynthia Norzagaray, Director of Parks & Recreation.

INVOCATION

Invocation was led by Council Member Macias

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Martinez

PRESENTATIONS

1. Mayor "Manny" Avila presented certificates of recognition to: "Connor Garzon" High School Graduate. As well as an Outstanding Citizen recognition to the following residents "Angel Ductoc, from Angelito Bakery, Moises Flores Assaf, Jeanette Diego, Gloria Rodriguez, Elvia Carolina Hernandez, Coach Iggy Ortega, & Ivonne Correa.

PUBLIC COMMENT

1. Public comment submitted by Diana Martinez via email: Issue - homelessness and drug dealers. Miss Martinez stated that she has lived in the City of Huntington Park for over 23 years and recently has seen significantly more homeless & drug dealing activity in the alley located in Gage and Clarendon. Resident was raised in the city and wants a better future for children.

Resident is requesting the City of Huntington Park and Police Department to help control this situation.

2. Public comments submitted by Mr. Zcil Pech: Issue – Request to waive In-lieu-parking fees. Mr. Zcil Pech and business partner John Logoria owners of a new prospective restaurant, Sazon located at 7127 Pacific are requesting a waiver for the “in-lieu-parking” fees. With Covid-19 coming into a stop with all businesses Mr. Zcil Pech and business partner John Longoria have not had any revenue since March 2020. On the contrary have lost so much money and are requesting a waiver.

STAFF RESPONSE

1. Chief of Police Cosme Lozano responded that both his team and the Sermet team have been in contact with resident and have addressed its concerns. Anyone who wants to report can also do it by calling, email or going into the Police Department website.
2. Assistant City Manager Raul Alvarez addressed concern from restaurant owner asking to allow to do some research, to work with the department & provide the appropriate response to the business owner.

CLOSED SESSION

No closed session items.

CLOSED SESSION ANNOUNCEMENT

No Close Session Announcement

Mayor Manuel “Manny” Avila, recessed the meeting to a break at 6:14 pm. The Council meeting reconvened at 6:26 pm.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the August 18, 2020 Regular Meeting, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES:	Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES:	Council Member(s): None
ABSENT:	Council Member(s): Vice Mayor Ortiz

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held on July 21, 2020

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated August 4 and 18, 2020

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY CLERK

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

Assistant City Manager Raul Alvarez announced the item and introduced Acting City Clerk Sergio Infanzon to present the item.

Motion: Council Member Sanabria moved to approve consideration and approval of resolution amending the City of Huntington Park's conflict of interest code in accordance with the political reform act, seconded by Council Member Macias. Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES:	Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES:	Council Member(s): None
ABSENT:	Council Member(s): Vice Mayor Ortiz

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)

Assistant City Manager Raul Alvarez announced the item and introduced Director of Public Works Cesar Roldan to present the item.

Motion: Council Member Macias moved to approve consideration and approval to solicit proposals for project approval and environmental design of CIP 2017-03 ATP cycle III

project no. ATPL-5150(015), seconded by Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

5. CONSIDERATION AND APPROVAL TO SUBMIT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN FUNDING REQUEST APPLICATION

Assistant City Manager Raul Alvarez announced the item and introduced Director of Public Works Cesar Roldan to present the item.

Motion: Council Member Sanabria, moved to approve consideration and approval to submit State of California Department of transportation local roadway safety plan funding request application, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

6. CONSIDERATION AND APPROVAL TO SUBMIT COUNTY OF LOS ANGELES REGIONAL SAFE AND CLEAN WATER PROGRAM CALL FOR PROJECTS APPLICATION

Assistant City Manager Raul Alvarez announced the item and introduced Director of Public Works Cesar Roldan to present the item.

Motion: Council Member Sanabria moved to approve consideration and approval to submit county of Los Angeles regional safe and clean water program call for projects application, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

7. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATIONS FOR FIXED ROUTE PUBLIC TRANSIT SERVICES

Assistant City Manager Raul Alvarez announced the item and introduced Director of Public Works Cesar Roldan to present the item.

Motion: Motion: Council Member Macias moved to approve the consideration and approval of budget appropriations for fixed route public transit services, seconded by Council Member Sanabria. Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

8. CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING TITLE 5, CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ILLEGAL DUMPING

Mayor Avila announced the Public Hearing

City Attorney Araceli Almazan provided instruction to conduct the public hearing

Assistant City Manager Raul Alvarez announced the item and introduced Director of Community Development Sergio Infanzon to present the item.

Council member Macias moved to open the public hearing to the public, seconded by Member Sanabria.

Mayor Avila opened public hearing, and asked if there were any members of the public present to make comments, no comments from the public, Mayor Avila closed public hearing.

Motion: Council Member Sanabria moved to approve consideration and approval of an ordinance amending title 5, chapter 11, article 2, and article 4 of the Huntington Park municipal code relating to illegal dumping, seconded by Council Member Macias. Motion passed 4-0-0, by the following vote:

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

NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

9. APPROVE CONSIDERATION AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADDING ARTICLE 21, "SHARED MOBILITY DEVICES," IN CHAPTER 7 "TRAFFIC," AT TITLE 4, "PUBLIC SAFETY" OF THE HUNTINGTON PARK MUNICIPAL CODE

Assistant City Manager Raul Alvarez announced the item and introduced Director of Community Development Sergio Infanzon to present the item.

City Attorney Araceli Almazan provided instruction to conduct the public hearing

Council member Sanabria moved to open the public hearing to the public, seconded by Council Member Macias.

Mayor Avila opened public hearing, and asked if there were any members of the public present to make comments, no comments from the public, Mayor Avila closed public hearing.

Motion: Council Member Macias moved to approve consideration and adoption of an ordinance of the city council of the city of Huntington Park, California adding article 21, "shared mobility devices," in chapter 7 "traffic," at title 4, "public safety" of the Huntington Park municipal code, seconded by Council Member Sanabria. Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Ortiz

DEPARTMENTAL REPORTS (Information only)

1. No reports

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also reminded everyone to be counted for the Census. He also stated that he is always telling people to get involved civically, but it is important to do research and get informed on the issues so residents know how the City operates and if the public has any questions to contact any member of the Council.

Council Member Sanabria thanked staff for their hard work and wish all of the LAUSD children of Huntington Park a return safe to school and happy first day and week of school. Feel free to contact the City of Huntington Park for any resources.

Council Member Macias thanked staff for their hard work and commitment to continue providing essential services to the community. She reminded everyone of the Senior Pantry that's going to be held on the 20th of August from 12-3 p.m. Council Member Macias thanked all post office employees and residents of the City working hard on these difficult days with the heat and humidity as well as the Huntington Park Police Officers. They provide an essential job in our community

Mayor Avila asked everyone to say a prayer for firefighters and asked Council Members Macias and Martinez to help with the adjournment of the meeting.

ADJOURNMENT

Council Member Macias adjourned the meeting at 6:44 p.m. in Memory of City of Long Beach Mayor Robert Garcia's Mother and step Father, Gabriella "Gaby" and Greg O'Donnell.

Council Member Martinez also adjourned the meeting in memory of Thomas Daniel Burger, son of longtime residents Dan and Debbie Burger to a Regular Meeting on Tuesday, September 01, 2020 at 6:00 P.M.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM No. 2

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvement
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Imm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Syncronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatement
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financing Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

CITY OF HUNTINGTON PARK
DEMAND REGISTER

WR 9-1-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAPT CONSULTING, INC.	23226B	287-8057-432.61-20	CUSTOM FILTER BAGS	\$543.00
	23233B	287-8057-432.61-20	RECYCLED TIRE RUBBER FILTR	1,527.00
ADRIAN GONZALEZ	76394 / 76789	111-0000-347.20-00	P&R SPORTS REFUND	\$2,070.00
ALCO TARGET CO	69340	111-7040-421.61-31	BLANKS/BACKERS CARDBOARD	25.00
ALVAREZ-GLASMAN & COLVIN	2020-06-19458	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/2020	\$25.00
ALVARO ENCARNACION	FV78684	111-8024-421.43-10	SUPPLIES REIMBURSEMENT	\$109.50
AMERICAN EXPRESS	F827250	111-0110-411.58-24	MAYOR AVILA SUPPLIES EXP	\$29,083.86
	NT_HAOULITA	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION	\$138.08
	9249343253	111-0210-413.59-15	MR. REYES REGISTRATION	\$369.39
	3FGWJQWZQJQ	111-0210-413.61-20	ADMIN DEPT MEETING	24.95
	6778744793	111-6010-451.64-00	P&R NPRA MEMBERSHIP	190.00
	3153739	111-7010-421.59-15	MP CA ASSOCIATION TRAINING	59.81
	3153740	111-7010-421.59-15	MP CA ASSOCIATION TRAINING	175.00
	336194237	111-7010-421.59-15	PD TRAINING COURSE	229.00
	813371640	111-7010-421.61-20	PD ADOBE SFTWRE SUBSCRIPTION	229.00
	NT_HFO9hHQDM	111-0110-421.61-20	PD LUCIDHART SOFTWARE	500.00
	31GNB9UFT48	111-9010-490.61-60	PD COVID-19 SUPPLIES	14.99
	8240517-111	111-9010-490.61-60	EMAIL/TEXTS COVID19 NOTICES	15.00
				546.00
				99.94
ARAMARK UNIFORM & CAREER APPAREL	000535298457	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	\$2,473.08
	000535314587	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	122.12
ARROYO BACKGROUND INVESTIGATIONS	2355	111-7010-421.56-41	PD POST BACKGROUND	\$244.24
	2359	111-7010-421.56-41	PD POST BACKGROUND	1,100.00
ATT	000015133679	111-7010-421.53-10	PD DISPATCH PHONE SRVC	1,210.00
				\$2,310.00
				590.00
ATT PAYMENT CENTER	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	\$590.00
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.52
	877/20-916/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.02
				80.35
BENEFIT ADMINISTRATION CORPORATION	6028821-N	111-2030-413.56-41	FLEX ADMIN FEES 7/2020	\$507.01
				50.00
				\$50.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 9-1-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BLACK AND WHITE EMERGENCY VEHICLES	3599	229-7010-421.74-10	2020 PATROL BUILD UNIT # 987	18,948.87
	3600	229-7010-421.74-10	2020 PATROL BUILD UNIT # 988	18,948.87
	3601	229-7010-421.74-10	2020 PATROL BUILD UNIT # 989	18,948.87
				\$56,846.61
BRIZUELA'S IRON WORK	0809	535-8090-452.43-20	FABRICATION FENCING WELL15	4,999.00
CALIFORNIA TRANSPORT REFRIGERATION	22025	219-8085-431.43-21	A/C REPAIR SHUTTLE # 963	815.68
				\$815.68
CENTRAL FORD	358294	219-8085-431.43-21	INTAKE, GASKETS UNIT # 002	1,039.31
	358045	741-8060-431.43-20	OXYGEN SENSOR PD UNIT # 978	113.58
	358298	741-8060-431.43-20	TIRE SENSOR CLAMP	32.20
	358411	741-8060-431.43-20	TIRE PRESSURE SENSOR	161.02
	359030	741-8060-431.43-20	MULTIPLE SUSPENSION PARTS	682.25
				\$2,028.36
CHAMPION CJD	605990	741-8060-431.43-20	FUEL PUMP & WINDSHIELD	432.96
	606957	741-8060-431.43-20	ANTILOCK BRAKES MODULE	396.00
				\$828.96
CHARTER COMMUNICATIONS	0467069080720	111-7010-421.53-10	PD INTERNET SRVC 8/7-9/6/20	4,950.00
	0514415080120	111-7010-421.53-10	PD INTERNET SRVC 7/30-8/29/20	654.85
	106964801080120	111-7010-421.53-10	PD ICJPA SYSTEM 8/2020	697.51
	00191750800120	111-9010-419.53-10	PD CABLE SRVCS 7/2020	47.80
	0511353081920	111-9010-419.53-10	CITY HALL INTERNET SRV 8/19-9/18/20	194.97
	0389644080120	121-7040-421.56-14	PD CABLE SRVCS 7/31-8/30/20	292.34
				\$6,837.47
CITY OF LAKEWOOD	5014	681-8030-461.42-05	ALESHIRE & WYNDER 7/2020	39.80
				\$39.80
COMMERCIAL TIRE COMPANY	1-161041	219-8085-431.43-21	TIRES FOR CITY BUSSES	1,239.96
	1-161632	219-8085-431.43-21	TIRES FOR CITY SHUTTLES	619.98
	1-160877	741-8060-431.43-20	FLAT REPAIR UNIT # 204	185.00
	1-161170	741-8060-431.43-20	FLAT REPAIR UNIT # 203 RR	193.45
	1-161171	741-8060-431.43-20	FLAT REPAIR UNIT # 203 LR	193.45
	1-161359	741-8060-431.43-20	FLAT REPAIR UNIT # 412	195.98
	1-161525	741-8060-431.43-20	FLAT REPAIR UNIT # 412	193.45
	1-161641	741-8060-431.43-20	FLAT REPAIR UNIT # 203	193.45
				\$3,014.72
CONCENTRA MEDICAL CENTERS	685778085	111-2030-413.56-41	PD PHYSICAL LEVEL 2	518.00
CORNER KITCHEN	21497-10534	681-0000-228.70-00	WATER FINAL BILL REFUND	518.00
COUNTY OF LOS ANGELES DEPT	FY 2020/2021	111-9010-419.31-50	LAFCO CHARGES FY 20/21	122.88
				\$122.88
				\$1,766.77
				\$1,766.77

CITY OF HUNTINGTON PARK
DEMAND REGISTER

WR 9-1-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CR&R INCORPORATED	FY19-20 1STPAID	111-0000-3118.10-00	FY2018-19 REFUSE TAX LIEN	299.29
	FY19-20 1STPAID	111-0000-395.10-00	FY2018-19 REFUSE TAX LIEN	95.01
DAPEER, ROSENBLIT & LITVAK	17605	111-0220-411.32-70	COMU DEV LEGAL SRVCS 7/20	\$394.30
				402.50
DATA TICKET INC.	103534	111-7065-441.56-41	PD PUBLIC SAFETY-FIR 7/19	\$402.50
	112650	111-7065-441.56-41	PD PUBLIC SAFETY-FIR 3/20	36.50
	114391	111-7065-441.56-41	ANIMAL CITE PROCESS 6/20	31.50
	114493	111-7065-441.56-41	PD PUBLIC SAFETY-FIR 6/20	50.50
	116018	111-9010-415.56-15	PARKING CITE PROCESS 7/20	12.50
				11,999.17
DAY WIRELESS SYSTEMS	INV63455	111-7010-421.61-20	PD RADIO ADAPTERS	\$12,130.17
				507.91
DE LAGE LANDEN	69176837	111-9010-419.44-10	CITY HALL COPIER LEASE 9/2020	\$587.91
				2,196.71
DEIVER GALAVIZ	76277 / 76787	111-0000-347.20-00	P&R SPORTS REFUND	\$2,196.71
				25.00
DELTA DENTAL	BE004083155	111-0000-217.50-20	DELTA PREMIUM 9/2020	\$25.00
				8,611.21
DELTA DENTAL INSURANCE COMPANY	BE004080862	111-0000-217.50-20	DELTA PREMIUM 9/2020	\$8,611.21
				2,338.54
DEPARTMENT OF JUSTICE	461016	111-7030-421.56-41	PD FINGERPRINT APPS 7/2020	\$2,338.54
				432.00
DF POLYGRAPH	2020/4	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	\$432.00
				700.00
ELIZABETH MARTINEZ	74214 / 76823	111-0000-228.20-00	P&R FACILITY RNTL REFUND	\$700.00
	74214 / 76823	111-0000-347.70-00	P&R FACILITY RNTL REFUND	500.00
				632.00
EMPLOYMENT DEVELOPMENT DEPT.	L1283476544	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	\$1,192.00
				10,111.17
ENTERPRISE FM TRUST	FBN4011026	111-7010-421.56-41	PD VEHICLE LEASE 8/2020	\$10,111.17
	LA118W	226-7010-419.74-20	PD VEHICLE LEASE 8/2020	311.04
	LASX29	226-7010-419.74-20	PD LEASE VEHICLE PURCHASE	1,121.96
	LASX30	226-7010-419.74-20	PD LEASE VEHICLE PURCHASE	5,485.18
				400.05
				400.02
EXPRESS TRANSPORTATION SERVICES LLC	HPE08012020	111-0000-362.20-15	PROPERTY LEASE 7/2020	\$7,688.25
	HPE08012020	111-0000-362.20-15	VEHICLE LEASE 7/2020	-2,000.00
	HPE08012020	219-0000-340.30-00	FARES JULY 2020	-500.00
	HPE08012020	219-8085-431.56-43	HP EXPRESS-JULY 2020	-1,610.82
	DAR08012020	219-8085-431.56-45	DIAL-A-RIDE SRVCS 8/2020	33,880.80
				65,463.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 9-1-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXPRESS TRANSPORTATION SERVICES LLC	HPE08012020	220-8085-431.56-43	HP EXPRESS-JULY 2020	\$33,880.80
	HPE08012020	222-8010-431.56-43	HP EXPRESS-JULY 2020	\$33,880.80
FERGUSON ENTERPRISES INC	9040229	111-8023-451.43-10	P&R WATER HEATER	\$162,994.58
FIRST CHOICE SERVICES	695169	111-9010-419.61-20	CITYWIDE COFFEE SUPPLIES	\$714.19
FM THOMAS AIR CONDITIONING INC	41339	111-7024-421.56-41	AC MAINTENANCE 7/2020	\$99.21
	41339	111-8020-431.56-41	AC MAINTENANCE 7/2020	1,247.05
	41339	111-8022-419.56-41	AC MAINTENANCE 7/2020	106.89
	41339	111-8023-451.56-41	AC MAINTENANCE 7/2020	1,247.05
GARY GUTHMAN	70432 / 75721	111-0000-228.20-00	P&R RESERVATION REFUND	\$150.00
GRACIELA SANCHEZ	76453 / 76794	111-0000-347.20-00	P&R SPORTS REFUND	\$150.00
GRAINGER	9621323758	219-8085-431.43-21	POWER SOLENOIDS	\$25.00
	9583984928	741-8060-431.43-20	PW WHITE BOARD	137.92
	9604547605	741-8060-431.43-20	AIR HOSE FOR PUTTING AIR	74.97
	9604838566	741-8060-431.43-20	6-WAY PLUG	238.14
	9617725537	741-8060-431.43-20	PUMP PORTACOOL FAN	60.42
	9621505982	741-8060-431.43-20	INVERTER FOR UNIT # 346	193.22
HDL COREN & CONE	SIN002545	111-9010-419.56-41	CONTRACT SRVS PRPTY TAX	\$1,216.23
HERNANDEZ SIGNS, INC.	4479	111-6030-451.61-35	BATTING CAGES SIGNS	2,050.99
IMPACT TIRE SERVICE	2467	741-8060-431.43-20	FLAT REPAIR UNIT # 353	\$2,050.99
INFRAMARK LLC	53852	283-8040-432.56-41	SEWER UTILITY MAINTENANCE 8/20	\$45.00
	53852	681-8030-461.56-41	WATER UTILITY MAINTENACE 8/20	13,942.40
INFRASTRUCTURE ENGINEERS	25284	111-5010-419.56-49	BUILDING SAFETY SRVCS 7/2020	107,477.87
	25322	202-8080-431.73-10	HAWK SIGNAL SRVCS 7/2020	\$121,420.27
	25336	681-8030-461.76-07	COTTAGE RESERVOIR WELL15	27,632.00
INTOXIMETERS INC	661555	111-7022-421.61-29	PD TRAFFIC SENSOR REPAIR	196.50
J & J MUFFLER SHOP	08/18/2020	741-8060-431.43-20	PD CATALYTIC CONVERTR 904	1,800.00
JDS TANK TESTING & REPAIR INC	14903	741-8060-431.43-20	MONTHLY TANK TESTING 8/20	\$29,628.50
				216.24
				\$216.24
				635.00
				\$635.00
				135.00
				\$135.00

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JENNIFER MORENO	76440 / 76784	111-0000-347.20-00	P&R SPORTS REFUND	25.00
JERRY'S AUTO BODY, INC.	31943	741-8060-431.43-20	REPAIR/ALIGN RIGHT DOOR882	\$25.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	19534	741-8060-431.43-20	FRONT RIGHT UPPER CONTROL	232.00
JOANA CASILLAS	000556	111-9010-490.61-60	COVID-19 TEST REIMBURSENT	\$232.00
JOEL GORDILLO	AUGUST 2020 JULY 2020	111-1010-411.56-41 111-1010-411.56-41	VIDEOGRAPHER 8/2020 VIDEOGRAPHER 7/2020	200.00
JOH, JULIE PARK	21579-25144	681-0000-228.70-00	WATER FINAL BILL REFUND	150.00
JOSE E RAMIREZ	HP0200009288	111-0000-351.10-10	PARKING CITATION REFUND	\$150.00
JT CONSTRUCTION GROUP, INC.	19-07007.2	111-6010-451.76-05	SL AQUATIC CNTR-2ND PYMNT	150.00
JUAN GOMEZ	76504 / 76788	111-0000-347.20-00	P&R SPORTS REFUND	\$150.00
JUAN HERRERA	000555	111-9010-490.61-60	COVID-19 TEST REIMBURSEMENT	150.00
KLIMT CONSULTING, LLC	19-09 19-10 19-11 19-12 19-AA1 19-CP4 19-09 19-10 19-12 19-09 19-10 19-11 19-12 19-AA1 19-CP4	239-0260-463.56-41 239-0260-463.56-41 239-0260-463.56-41 239-0260-463.56-41 239-0260-463.56-41 239-0260-463.56-41 239-0270-463.56-41 239-0270-463.56-41 239-0270-463.56-41 242-0260-463.56-41 242-0260-463.56-41 242-0260-463.56-41 242-0260-463.56-41 242-0260-463.56-41	ADM SRVCS CDGB 3/2020 ADM SRVCS CDGB 4/2020 ADM SRVCS CDGB 5/2020 ADM SRVCS CDGB 6/2020 1YEAR ACTION PLAN FY20/21 5 YEAR CONSOLIDATED PLAN ADM SRVCS CDGB MINOR HOME ADM SRVCS CDGB MINOR HOME ADM SRVCS CDGB MINOR HOME ADM SRVCS HOME 3/2020 ADM SRVCS HOME 4/2020 ADM SRVCS HOME 5/2020 ADM SRVCS HOME 6/2020 1YEAR ACTION PLAN FY20/21 5 YEAR CONSOLIDATED PLAN	10,165.00 13,148.75 8,530.00 3,086.25 1,000.00 1,000.00 11,086.25 5,407.50 398.75 327.71 2,452.50 4,196.25 892.50 5,500.00 3,500.00 \$70,691.46 6,000.00 \$6,000.00
KNIGHTSCOPE, INC.	654	229-0210-421.44-10	K-5 SERVICE SUBSCRIPTION	6,000.00

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KONICA MINOLTA BUSINESS SOLUTIONS	267496140	111-0110-411.43-05	COUNCIL COPIER LSE 7/2020	105.22
	267496140	111-0210-413.43-05	ADMIN COPIER LSE 7/2020	105.22
	267495776	111-7010-421.44-10	PD PTROL COPIER LSE 7/20	210.44
	267495777	111-7010-421.44-10	PD ADMIN COPIER LSE 7/20	210.44
	267496135	111-7010-421.44-10	PD DETEC COPIER LSE 7/20	298.91
	267496235	111-7010-421.44-10	PD ANNEX COPIER LSE 7/20	66.64
	267496424	111-7010-421.44-10	PD RECORDS COPIER 7/2020	379.63
	267496507	111-7010-421.44-10	PD RECORDS COPIER 7/2020	298.91
	267496510	111-7010-421.44-10	PD JAIL COPIER LSE 7/20	139.36
				\$1,814.77
LA COUNTY SHERIFF'S DEPT	210026BL	121-7040-421.56-41	PD INMATE MEAL SRVC	629.00
				\$629.00
LAN WAN ENTERPRISE, INC	70487	111-7010-419.43-15	IT SRVCS 8/2020	22,772.00
	70487	111-9010-419.43-15	IT SRVCS 8/2020	22,772.00
				\$45,544.00
LB JOHNSON HARDWARE CO.	109618	741-8060-431.43-20	QUICK LINKS FOR TOWING	70.82
LEGAL SHIELD	GROUP # 143713	111-0000-217.60-50	ID THEFT PREMIUM 8/2020	\$70.82
LEXIPOL LLC	INV2123	111-7010-421.56-41	PD POLICY MANUAL UPDATE	\$80.70
				\$80.70
LIEBERT CASSIDY WHITMORE	1503586	111-0220-411.32-70	ADMIN LEGAL SRVCS 7/20	\$10,765.00
	1503587	111-0220-411.32-70	ADMIN LEGAL SRVCS 7/20	393.00
	1503588	111-0220-411.32-70	ADMIN LEGAL SRVCS 7/20	8,853.50
	1504719	111-0220-411.32-70	ADMIN LEGAL SRVCS 7/20	1,663.00
				2,035.00
				\$12,974.50
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0322039	681-8030-461.42-05	LACO/CUPA # AR0008232	503.00
	IN0327047	741-8060-431.42-05	LACO/CUPA # AR0044790	362.00
				\$865.00
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	PD JAIL NEWSPAPER SUBSCRI	119.18
				\$119.18
LOZADAS TRANSMISSIONS INC.	4134	741-8060-431.43-20	PD TRANSMISSION RP/PAIR 909	1,753.30
	8064	741-8060-431.43-20	TRANSMISSION REPAIRS #956	680.75
				\$2,434.05
LUNA, PEDRO	17589-13396	681-0000-228.70-00	WATER FINAL BILL REFUND	76.87
MERCEDES CASTRO	76305 / 76786	111-0000-347.20-00	P&R SPORTS REFUND	\$76.87
MERRIMAC ENERGY GROUP	2203088	741-8060-431.62-30	FUEL PURCHASE	25.00
MICHELLE DOMINGUEZ	76560 / 76785	111-0000-347.20-00	P&R SPORTS REFUND	22,086.65
				\$22,086.65
				25.00
				\$25.00

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MOISES CERVANTES	HP010015229	111-0000-351.10-10	PARKING CITATION REFUND	145.00
	HP010015264	111-0000-351.10-10	PARKING CITATION REFUND	6.00
MOLINA, OTHONIEL	23441-11620	681-0000-228.70-00	WATER FINAL BILL REFUND	\$151.00
NCM CARWASH	10023	741-8060-431.43-20	CITY VEHICLE'S WASH 7/2020	956.82
NET TRANSCRIPTS INC	0033140-IN	111-7010-421.56-41	PD TRANSCRIPTION SRVCS	\$690.71
NOBEL SYSTEMS, INC	14782	111-8095-431.53-10	GEOWIEWER SUBSCRIPTION	60.75
				\$60.75
OREILLY AUTO PARTS	2959-266943	219-8085-431.43-21	DISC PAD SET FOR BUSSES	\$4,500.00
	2959-266953	219-8085-431.43-21	STABILIZER & GAS MAGNUM	661.10
	2959-266996	219-8085-431.43-21	AIR FILTERS FOR SHUTTLES	182.72
	2959-277751	219-8085-431.43-21	HEATER HOSE CONNECTORS	163.96
	2959-276254	219-8085-431.43-21	STARTER & CORE CHARGE	20.90
	2959-226758	741-8060-431.43-20	FREON A/C 30LBS ALL UNITS	312.18
	2959-2378470	741-8060-431.43-20	A/C BLOWER MOTOR RESISTOR	143.31
	2959-263220	741-8060-431.43-20	CREDIT PUMP ASSEMBLY	68.43
	2959-286734	741-8060-431.43-20	PUNCH SET SHOP SUPPLY	-479.69
	2959-266742	741-8060-431.43-20	ALL VEHICLES TIRE VALVES	36.37
	2959-266744	741-8060-431.43-20	STOPLIGHT FOR UNIT # 180	14.78
	2959-266971	741-8060-431.43-20	RADIATOR UNIT # 220	14.30
	2959-268738	741-8060-431.43-20	TRANSMISSION MOUNT # 978	994.64
	2959-269288	741-8060-431.43-20	ENGINE OIL ADDITIVES	160.02
	2959-270057	741-8060-431.43-20	BRAKE RELEASE CABLE # 180	355.23
	2959-270070	741-8060-431.43-20	FRONT BRAKE PADS	22.11
	2959-270099	741-8060-431.43-20	RIGHT FRONT UPPER CONTROL	154.31
	2959-270651	741-8060-431.43-20	MOTOR MOUNTS & INSULATOR	160.03
	2959-274928	741-8060-431.43-20	DRIVER SIDE DOOR HANDLE	39.27
	2959-276224	741-8060-431.43-20	POWER STEERING HOSE	37.96
	2959-276541	741-8060-431.43-20	RADIATOR & COOLANT PD 902	31.58
	2959-277829	741-8060-431.43-20	AIR FILTER UNIT # 203	206.34
	2959-277830	741-8060-431.43-20	ANTILOCK BRAKE CONTROLLER	32.80
	2959-278514	741-8060-431.43-20	OXYGEN SENSOR UNIT # 279	328.49
				101.57
ORANGE LINE DEVELOPMENT AUTHORITY	FY 2020-2021	220-8085-431.64-00	TRANSIT MEMBERSHIP FY20/21	\$3,768.71
PARS	46054	111-9010-419.56-41	PARS ARS FEES 6/2020	18,909.45
	46036	216-3010-415.56-41	PARS REP FEES 6/2020	\$18,909.45
				556.60
				2,386.10
				\$2,944.70

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PAUL MACIAS	76398 / 76783	111-0000-347.20-00	P&R SPORTS REFUND	\$50.00
PITNEY BOWES INC.	1016188694	111-9010-419.44-10	CLERK'S TAPE STRIPS (300)	\$50.00
PRAJIN ENTERPRISES LP	19986 / 3080	285-0000-228.75-00	C&D REFUND-5707 PACIFIC BLVD	124.60
RADIUS MAPS COMPANY	20154	111-1010-411.54-00	PUBLIC NOTIFICATION STUDY	\$124.60
RAMIREZ STRATEGIES, INC.	001	111-0210-413.56-41	ADM CONSULTING SRVC 7/2020	30,000.00
RIVAS, NURIA A	4415-22430	681-0000-228.70-00	WATER FINAL BILL REFUND	\$30,000.00
SAFETY KLEEN	84017162	741-8060-431.43-20	SRVC AQUEOUS BRAKE CLEANER	42.27
SCHAFFER MANUFACTURING COMPANY	LP1796-INV1	741-8060-431.62-30	55(G) DRUM MOTOR OIL	\$42.27
SELENE HERNADEZ	76488 / 76792	111-0000-347.20-00	P&R SPORTS REFUND	498.23
SHIRLEY RICO	76454 / 76791	111-0000-347.20-00	P&R SPORTS REFUND	\$498.23
SMART & FINAL	3192200028895 3192200047964 3192200215250	111-7010-421.61-20 111-7010-421.61-20 111-7010-421.61-20	PD MEETING/EVENT SUPPLIES PD MEETING/EVENT SUPPLIES PD MEETING/EVENT SUPPLIES	1,377.79
SOCORRO RIOS	76473 / 76813	111-0000-347.20-00	P&R SPORTS REFUND	\$1,377.79
SONS RAY MACHINERY, LLC	P36644-03	741-8060-431.43-20	Oil COOLER ASSEMBLY UNIT # 203	82.12
SOURCE ONE OFFICE PRODUCTS, INC.	IN-11425	111-9010-490.61-60	PD COVID-19 SUPPLIES	100.83
SOUTH COAST AIR QUALITY MGMT DISTR.	3680770 3684210	741-8060-431.42-05 741-8060-431.42-05	BOILER/HOT WATER HEATER FLAT FEE LAST YEAR EMISSNS	84.14
SOUTHERN CALIFORNIA EDISON	7/8/20-8/6/20 7/20/20-8/18/20 7/7/20-8/5/20	111-7024-421.62-10 111-8020-431.62-10 535-8016-431.62-10	VARIOUS SRVC LOCATIONS SRVC AT 6900 BISSELL SRVC AT 6621 WILSON AVE	\$267.09
SPARKLETT'S	15142085 081320 15142085 081320 15142085 081320 15142085 081320	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20	COUNCIL DRINKING WATER ADMIN DRINKING WATER CITY CLERK DRINKING WATER HR DRINKING WATER FINANCE DRINKING WATER	50.00
				\$12,215.67

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SPARKLETT'S	15142085 081320	111-5010-419.61-20	COMU DEV DRINKING WATER	\$33.39
	15142085 081320	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	11.13
	15142085 081320	111-6010-451.61-20	P&R MAIN CNTR DRINKING WATER	108.09
	19438227 072920	111-7010-421.56-41	PD WATER DELIVERY SRVC	728.88
	15142085 081320	111-8020-431.61-20	PW ADMIN DRINKING WATER	98.46
	15142085 081320	111-8080-431.61-20	PW ENGIN DRINKING WATER	11.13
	15142085 081320	741-8060-431.43-20	PW FLEET DRINKING WATER	27.20
				\$1,178.88
ST FRANCIS, LLC.	1661080	221-8014-429.56-41	T.SIGNAL MAINTENANCE 7/2020	5,683.00
				\$5,683.00
STACY MEDICAL CENTER	3160-24259	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	545.00
	3160-28029	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	2,334.27
	3160-29443	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	2,153.25
	3160-30785	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	883.50
	3160-34444	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	5,926.02
	3160-37461	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	2,559.93
	3160-39100	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	165.00
	3160-39590	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	745.00
	3160-39648	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	53.29
	3160-39658	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	475.00
				\$15,820.26
STEFANIE ANZORENA	76271 / 76793	111-0000-347.20-00	P&R SPORTS REFUND	25.00
				\$25.00
SUPERION, LLC	287864	111-9010-419.33-10	CLICK2GOV3- JULY 2020	165.39
	286175	111-9010-419.43-15	FINANCIAL SYSTEMS 8/2020	11,588.13
				\$11,753.52
THE GAS COMPANY	7/8/20-8/6/20	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	204.20
	7/8/20-8/6/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	20.65
	7/8/20-8/6/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	173.19
	7/8/20-8/6/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	150.84
				\$548.88
THE REDD GROUP, LLC	1417	111-0210-413.56-41	ADMIN CONSULTING SRVC 7/2020	10,000.00
				\$10,000.00
TOWN HALL STREAMS	11089	111-1010-411.56-41	COUNCIL STREAMING 8/2020	300.00
				\$300.00
URBAN RESTORATION GROUP US, INC.	00029060	111-8095-431.61-50	GRAFFITI REMOVAL SOLUTION	971.56
				\$971.56
US BANK	5818203	216-3010-415.56-42	POB-ADMIN FEE 2005 SERIES	2,467.50
	5818026	475-9010-419.56-41	ADM FEES-REV BONDS 2004	4,462.50
				\$6,930.00
VELADA CONSULTING LLC	17	111-0210-413.56-41	CONSULTING SRVC 6/20-7/2020	7,500.00
				\$7,500.00

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VERIZON WIRELESS	9860912704	111-0110-411.53-10	ADMIN CELL 7/17-8/16/20	286.80
	9860912704	111-0210-413.53-10	COUNCIL CELL 7/17-8/16/20	164.08
	9860912704	111-3010-415.53-10	FINANCE CELL 7/17-8/16/20	61.36
	9860912704	111-6010-419.53-10	PARKS CARD 7/17-8/16/20	207.40
	9859835690	111-6010-451.56-41	P&R SPLASH FELX SLIM CARD	38.01
	9859835690	111-8010-431.53-10	PW CELL 7/2-8/11/20	1,060.26
	9859835690	681-8030-461.53-10	P&R SPLASH FELX SLIM CARD	112.29
				\$1,910.20
VICTOR ARIAS	HP10021357	111-0000-351.10-10	PARKING CITATION REFUND	\$90.00
VISION SERVICE PLAN-CA	809985031	111-0000-217.50-30	VISION PREMIUM 8/2020	\$90.00
	810201843	111-0000-217.50-30	VISION PREMIUM 9/2020	3,890.02
				3,904.26
VULCAN MATERIALS COMPANY	72654565	221-8010-431.61-21	HOT ASPHALT STREET REPAIRS	\$7,794.28
	72654566	221-8010-431.61-21	HOT ASPHALT STREET REPAIRS	579.79
WATER REPLENISHMENT DISTRICT OF	CBWM20-066	681-8030-461.41-00	2021 CB WATERMASTER SRVC	266.37
WEST GOVERNMENT SERVICES	842765982	111-7030-421.56-41	PD WEST INFO CHARGES	\$846.16
	842853172	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	6,278.24
WESTERN EXTERMINATOR COMPANY	8268384	111-6010-451.74-10	P&R EXTERMINATOR SRVCS	\$6,278.24
WEX BANK	66874524	741-8060-431.62-30	PD FUEL PURCHASE	707.25
				66.90
XEROX CORPORATION	011013500	111-8020-431.43-05	PW COPIER LSE 6/21-7/21/20	\$774.15
	011013500	285-8050-432.43-05	PW COPIER LSE 6/21-7/21/20	14,990.00
	011013500	681-8030-461.43-05	PW COPIER LSE 6/21-7/21/20	\$14,990.00
				292.71
				\$292.71
				84.50
				84.49
				84.50
				\$253.49
				\$2,253,517.39

ITEM No. 3

ORDINANCE NO. 2020-984

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 5,
CHAPTER 11, ARTICLE 2, AND ARTICLE 4 OF THE CITY OF
HUNTINGTON PARK'S MUNICIPAL CODE RELATING TO
ILLEGAL DUMPING**

WHEREAS, the City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California;

WHEREAS, pursuant to its "police powers" under Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, illegal dumping is recognized by state and local governments as jeopardizing the public health and welfare;

WHEREAS, California Penal Code Section 374.3, states that it is unlawful to dump or cause to be dumped waste matter in or upon a public or private highway or road, including any portion of the right-of-way thereof, or in or upon private property into or upon which the public is admitted by easement or license, upon private property without the consent of the owner, or in or upon a public park or other public property other than property designated or set aside for the purpose by the governing board or body having charge of that property;

WHEREAS, Title 5, Chapter 11, Article 2, Section 5-11.05.2 of the Huntington Park Municipal Code makes it unlawful and a public nuisance for any person to cause, permit, allow, or suffer the placing, throwing, dropping, depositing, sweeping, dumping, or leaving of any organic or inorganic rubbish, refuse, garbage, bulky item, waste matter, hazardous waste, solid waste, or offal on or about any street, highway, sidewalk, alley, right-of-way or other public property (including any grounds belonging to any Federal, State, County or other governmental or quasi-governmental entity or agency unless expressly preempted by State or Federal Legislation), except when placed in appropriate containers designated by the City for such purposes;

WHEREAS, Title 5, Chapter 11, Article 2, Section 5-11.05.3 of the Huntington Park

1 Municipal Code provides for requirements for maintenance of sidewalks, streets, alleys, and
2 rights-of-way in a clean and orderly condition;

3 **WHEREAS**, Title 5, Chapter 11, Article 2, Section 5-11.05.3 of the Huntington Park
4 Municipal Code further provides for abatement procedures for any public nuisance created by
5 violation of Section 5-11.05.3 (or as otherwise authorized by law).

6 **WHEREAS**, the City of Huntington Park has had an on-going issue with illegal
7 dumping of waste matters, refuse, debris, garbage, rubbish, and bulky items throughout the
8 City;

9 **WHEREAS**, the current Huntington Park Municipal Code regulations related to illegal
10 dumping were established in 2013 and have remained unchanged since their adoption;

11 **WHEREAS**, the City Council of the City of Huntington Park wishes to amend its
12 regulations related to illegal dumping in order to assist with enforcement and discourage
13 illegal dumping from occurring within the City.

14 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
15 DOES HEREBY ORDAIN AS FOLLOWS:**

16 **SECTION 1:** The recitals set forth above are incorporated herein and by this reference
17 made an operative part hereof.

18 **SECTION 2:** Title 5, Chapter 11, Article 2 of the Huntington Park Municipal Code is
19 hereby amended in its entirety to read as follows:

20 **“5-11.05.1 Definitions.**

21 For the purpose of this article, the following definitions shall apply:

22 “Abatement costs” or “costs of abatement” shall mean all costs, fees, and
23 expenses, incidental or otherwise, incurred by the City in investigating and abating a
public nuisance.

24 “Bulky item” shall mean any discarded furniture, carpets, mattresses, home or
25 industrial appliance, including, but not limited to a refrigerator, range, washer,
dryer, water heater, or sink, abandoned vehicle or part of an abandoned vehicle, or
any object that exceeds the maximum size and/or weight proscribed by the City’s
franchise waste hauler for placement into a household or commercial waste or
recyclable container.

26 “Enforcement Officer” shall mean a police officer, illegal dumping officer, code
27 enforcement officer, or other City official designated by the City Council or City
Manager to enforce the provisions of this article.

1 "Hazardous waste" shall mean and include all hazardous waste as defined in
2 Section 6-2.100(l) of the municipal code.

3 "Incidental expenses" shall include, but shall not be limited to, the actual
4 expenses and costs of the City, such as preparation of notices, specifications,
5 contracts, inspection of work, costs of printing and mailings required hereunder, costs
6 of any filing and/or recordation with the County Recorder's office or other
7 governmental agency, and the costs of administration and legal services.

8 ~~"Responsible person(s)" shall include the owner, occupant and person in
9 control of real property within the City with a duty to maintain such property and
10 adjacent public rights of way where applicable.~~

11 "Solid waste" shall mean and include all solid waste as defined in Section 6-
12 2.100(v) of the municipal code.

13 "Subject property" shall mean the real property adjacent to the public street,
14 highway, sidewalk, alley, or other right-of-way upon which a public nuisance exists or
15 was abated by the City.

16 "Waste matter" shall mean any discarded, used, or leftover object or
17 substance, including, but not limited to, a lighted or non-lighted cigarette, cigar,
18 match, or any flaming or glowing material, or any garbage, trash, refuse, paper,
19 container, packaging, construction material, carcass of a dead animal, any nauseous
20 or offensive matter of any kind, or any object likely to injure any person or to create a
21 traffic hazard, or as otherwise defined by Section 374(b) of the California Penal Code.

15 **5-11.05.2 Disposal of garbage, rubbish, and other waste matter.**

16 (a) It is unlawful and a public nuisance for any person to cause, permit, allow, or
17 suffer the placing, throwing, dropping, depositing, sweeping, dumping, or leaving of
18 any organic or inorganic rubbish, refuse, garbage, bulky item, waste matter,
19 hazardous waste, solid waste, or offal on or about any street, highway, sidewalk,
20 alley, right-of-way, or other public property (including any grounds belonging to any
21 Federal, State, County or other governmental or quasi-governmental entity or
22 agency unless expressly preempted by State or Federal Legislation), except when
23 placed in appropriate containers designated by the City for such purposes.

24 (b) The owner, occupant, and person in control of any real property within the City
25 of Huntington Park shall place or cause to be placed in an enclosed container all
26 garbage or debris, rubbish, or other waste matter that shall exist upon the premises.
27 Such enclosed container shall be of such a nature that the garbage or debris or
28 rubbish placed therein shall not be free to be transferred about the premises or
 adjacent premises by wind or other natural causes.

25 **5-11.05.3 Maintenance of streets, highways, alleys and rights-of-way in clean 26 and orderly condition.**

27 (a) Maintenance Required. Pursuant to Penal Code 374.3 - Illegal Dumping
28 of Waste in California. The owner, occupant, and person in control of any real
 property within the City of Huntington Park shall keep and maintain the public street,
 highway, sidewalk, alley, and other public right-of-way adjacent to said real property
 in a neat, clean, and orderly condition free from organic or inorganic rubbish,

refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid waste, offal and as otherwise required by the Huntington Park Municipal Code. It is unlawful and hereby declared a public nuisance for any person owning, occupying or having charge or control of any real property to fail to keep and maintain the public street, highway, sidewalk, alley, and other public right-of-way adjacent to said real property in the manner required by this section.

(b) **Abatement of Public Nuisance.** Any public nuisance created by violation of this section shall be abated in accordance with the provisions of this section (or as otherwise authorized by law). The procedures for abatement in this section shall not be exclusive and shall not limit or restrict the City from pursuing any other remedies available at law, whether equitable, civil, or criminal, or from enforcing City codes and ordinances, or from abating or causing abatement of public nuisances in any other manner provided by law.

(1) **Notification.** Except as otherwise provided by this Code or other applicable law, whenever an Enforcement Officer determines that organic or inorganic rubbish, refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid waste, offal or other condition creating a public nuisance is located within the public street, highway, sidewalk, alley, right-of-way, or other public property and that City personnel (or agents thereof) may need to abate such public nuisance, ~~he or she~~ the Enforcement Officer shall notify the ~~responsible person(s)~~owner and the occupant(s) of the real property by telephone, in person, or and in writing of the following:

- (i) The address of the subject property;
- (ii) A brief description of the public nuisance, as well as a description of its location on the public right-of-way;
- (iii) A reference to the law prohibiting the public nuisance condition;
- (iv) A brief description of the responsible person's required corrective action(s);
- (v) ~~The A compliance period of 48 hours (of no less than twenty-four (24) hours and no more than seventy-two (72) hours) in which to complete the required corrective action(s);~~
- (vi) A statement that failure to abate the public nuisance as described in the notice will result in the abatement of the public nuisance by City personnel, and that the owner of the subject property shall be personally responsible for the costs of abatement ~~whether or not such public nuisance was generated or placed by the owner or the occupants of the subject property~~ and that said costs may be recorded against the subject property as a lien or as a special assessment ~~if not paid within fourteen (14) days of the date of invoice.~~

(2) **Imminent Hazard.** The notification requirement set forth in subsection (b)(1) shall not apply to public nuisances constituting an imminent hazard. In such instances, the Enforcement Officer shall attempt to notify ~~a responsible person~~ the property owner and the occupant(s) of the subject property by telephone, in person, or in writing of the imminent hazard and request its immediate abatement by ~~said person~~ the owner, occupant(s), or owner's authorized agent (as well as other information required pursuant to subsection (b)(1)); provided, however, that

1 the Enforcement Officer may dispense with any attempt at prior notification of a
2 ~~responsible person~~ the owner and occupant(s) if, in the sole discretion of the
3 Enforcement Officer, the nature or severity of the hazard justifies such inaction.

4 (3) Abatement Actions. Notwithstanding any other provision of this Code, if ~~any~~
5 ~~responsible person~~ the owner or occupant(s) fails to abate a public nuisance or
6 imminent hazard, the City may, without any administrative hearing, will cause the
7 removal of any organic ~~or~~ and inorganic rubbish, refuse, garbage, debris, bulky
8 item, waste matter, hazardous waste, solid waste, or offal from within the public
9 street, highway, sidewalk, alley, right-of-way, or other public property, at the
10 expense of the ~~responsible persons~~ owner of the subject property whether or
11 not such public nuisance was generated or placed by the owner or the
12 occupant(s) of the subject property. Further, the City may assess the all costs of
13 abatement against the owner of the subject property as set forth in this section.

14 (4) Post-Abatement Notice. Within fifteen (15) business days following an
15 abatement of a public nuisance by the City pursuant to the provisions of this article
16 where written notification was not provided prior to the abatement, the Enforcement
17 Officer shall serve ~~any responsible person~~ the property owner with a notice of
18 abatement by ~~City personnel~~ the Enforcement Officer by first-class certified mail.
19 Notice to an owner of the subject property shall be mailed to the mailing address set
20 forth in the last equalized assessment roll of the Los Angeles County Office of the
21 Assessor's office or other application, permit, license or other public record on file
22 with the City. Failure of any responsible person to receive a properly addressed
23 notice of abatement by City personnel by mail shall not invalidate any action or
24 proceeding pursuant to this article.

25 (i) A notice of abatement by City personnel shall contain the following:

26 (aa) ~~The name(s) of all known responsible persons~~ of the property owner(s) who
27 are being served with the notice of abatement by City personnel;

28 (ab) The address of the subject property;

(ac) A brief description of the public nuisance, as well as a description of its
previously observed location on the public right-of-way;

(ad) A brief description of the law prohibiting or pertaining to the nuisance;

(ae) A brief explanation as to why the City deemed the nuisance to constitute an
imminent hazard (if applicable);

(af) A brief description of the actions City personnel took to abate the public
nuisance; and

(ag) The time, place, and manner in which the ~~responsible persons~~ property
owner and occupant(s) received notification prior to the abatement actions by
the City (if applicable).

(c) Collection of Abatement Costs. The City shall be entitled to recover its

1 costs of abatement for any public nuisance abated by the City in accordance with
2 the provisions of this article. In such instances, the City shall follow the procedures
3 set forth in this section.

4 (1) Statement of Abatement Costs. The City shall prepare and serve a statement
5 of abatement costs on the ~~responsible persons~~ **property owner** within sixty (60)
6 **fourteen (14)** calendar days of the City's completion of nuisance abatement actions.
7 Service of this statement shall be by ~~first class~~ **certified** mail. Notice to an owner of
8 the subject property shall be mailed to the mailing address set forth in the last
9 equalized assessment roll of the Los Angeles County ~~Office of the~~ Assessor's office
or other application, permit, license or other public record on file with the City.

10 (2) Payment of Abatement Costs. Unless a timely appeal of the statement of
11 abatement costs is filed, a ~~responsible person~~ **the property owner** shall tender the
12 abatement costs in U.S. currency to the City within thirty (30) calendar days of the
date of service of the statement of abatement costs.

13 (3) Request for Appeal. A ~~responsible person~~ **The property owner** has the
14 right to appeal a statement of abatement costs by filing a written request for
15 appeal with the City Clerk's office (6550 Miles Avenue Room 148, Huntington
16 Park, CA 90255) within fourteen (14) calendar days of service of the statement
17 of abatement costs.

18 (i) A written request for appeal shall contain the following information:
19 (aa) Name, address, telephone number, and signature of each ~~responsible person~~
20 **property owner** who is appealing the statement of abatement costs;
21 (ab) The address of the subject property;
22 (ac) Date of the statement of abatement costs being appealed; and
23 (ad) Description of the specific abatement cost being appealed, and a statement of
24 the grounds for appeal in sufficient detail to enable the City Manager or designee to
25 understand the nature of the controversy.

26 (ii) No fee shall be due for the filing of a request for appeal.

27 (4) Waver of Right to Appeal. Failure of a ~~responsible person~~ **the property**
28 **owner** to timely file a written request for appeal constitutes a waiver of the right to
appeal a statement of abatement costs. In this event, the statement of abatement
costs is final and binding, and the City may proceed to collect its abatement costs
as contained in a final statement of abatement costs in any manner allowed by law.

(5) Notice of Appeal Hearing. If a timely request for appeal is received by the
City Clerk, a hearing shall be set before the City Manager or designee no later than
sixty (60) calendar days, and no sooner than ten (10) calendar days, of receipt of
the request for appeal. A notice of the date, time and location of the hearing shall
be served on all ~~responsible persons~~ **property owners** who appealed the
statement of abatement costs by ~~first class~~ **certified** mail to the address(es) stated
on the request form at least ten (10) calendar days prior to the hearing. Failure of a
person requesting an appeal to receive a properly addressed notice shall not
invalidate any action or proceeding by the City pursuant to this article.

(6) Request to Continue Appeal Hearing. Any request by an appellant to continue a hearing must be submitted to the City Clerk in writing no later than five (5) business days before the date scheduled for the hearing. The City Manager or designee may continue a hearing for good cause or on his or her own motion; however, in no event may the hearing be continued for more than sixty (60) calendar days without stipulation by all parties.

(7) **Appeal Hearing.** At the time and place fixed for receiving and considering the request to appeal the statement of abatement costs, the City Manager or designee shall hear and pass upon the evidence submitted by City personnel, together with any objections or protests raised by responsible persons liable for said costs. Testimony and evidence shall be limited to those issues and/or defenses raised in the request for an appeal filed by the appellant. The City Manager or designee may make such revision, correction or modification to the statement as he or she may deem just, after which the statement, as it is submitted, or as revised, corrected or modified, shall be confirmed. The hearing may be continued from time to time.

(8) Finality of Decision. Notwithstanding any other provision of this Code, the decision of the City Manager or designee is **shall be** final and binding.

(9) Confirmed Statement of Abatement Costs. The City Clerk shall cause a confirmed statement of abatement costs to be served upon all persons who appealed the original statement by ~~first-class~~ certified mail to the address(es) stated on the request form. The City Clerk shall cause a confirmed statement of abatement costs to be served on the owner of the subject property by ~~first-class~~ certified mail to the address shown on the last equalized assessment roll (irrespective of whether the owner appealed the statement of abatement costs). This document shall also contain the following statement:

“The decision of the City Manager or designee is final and binding. Judicial review of the decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Section 1094.6 et seq.”

(10) Nonreceipt of Confirmed Statement. Failure of ~~a responsible person the property owner~~ to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the City pursuant to this article.

(11) Payment of Confirmed Abatement Costs. A responsible person The property owner shall tender the abatement costs in U.S. currency to the City within thirty (30) calendar days of the date of service of the confirmed statement of abatement costs. The abatement costs (as contained in an uncontested statement on abatement costs or in a confirmed statement of abatement costs) shall constitute a civil debt against the responsible party(ies) and may be collected by the City as set forth in this section, or in any other manner authorized by law.

(d) Collection of Abatement Costs by Special Assessment. The City may cause a special assessment to be made upon the subject property pursuant to California Government Code Section 38773.5, and future amendments thereto, in the event a

1 statement of abatement costs or a confirmed statement of abatement costs is not
2 paid in a timely manner.

3 (1) A notice of special assessment shall be sent to the property owner(s) of
4 the subject property by certified mail at the time the assessment is imposed and
5 shall contain the following recitals:

6 "The property may be sold after three years by the tax collector for unpaid delinquent
7 assessments. The tax collector's power of sale shall not be affected by the failure of
8 the property owner to receive notice."

9 (2) The assessment may be collected at the same time and in the same
10 manner as ordinary municipal taxes are collected, and shall be subject to the
11 same penalties and the same procedure and sale in case of delinquency as
12 provided for ordinary municipal taxes. All laws applicable to the levy, collection
13 and enforcement of municipal taxes shall be applicable to the special assessment.
14 However, if any real property to which the cost of abatement relates has been
15 transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona
16 fide encumbrance for value has been created and attaches thereon, prior to the
17 date on which the first installment of the taxes would become delinquent, then the
18 cost of abatement shall not result in a lien against the real property but instead
19 shall be transferred to the unsecured roll for collection.

20 (3) The City Attorney or City Prosecutor shall establish the notice of
21 special assessment form for use, or consideration, by the Tax Collector in
22 collecting a special assessment.

23 (4) The notice of special assessment shall be entitled to recordation with the Los
24 Angeles County **Registrar-Recorder/County Clerk**'s office.

25 (5) The amount of a special assessment shall also constitute a personal
26 obligation of the owners of the subject property.

27 (e) Collection of Costs of Abatement by Nuisance Abatement Lien. As an
28 alternative to the procedure contained in subsection (d) of this section, the City
may cause a nuisance abatement lien to be recorded upon the subject property
pursuant to California Government Code Section 38773.1, and future
amendments thereto, in the event a statement of abatement costs or a confirmed
statement of abatement costs is not paid in a timely manner.

(1) A lien shall not be recorded prior to serving notice upon the owner of the
subject property. This document shall be served in the same manner as a summons
in a civil action in accordance with Article 3 (commencing with Section 415.10) of
Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record,
after diligent search, cannot be found, the notice may be served by posting a copy
thereof in a conspicuous place upon the property for a period of ten (10) days and
publication thereof in a newspaper of general circulation published in Los Angeles
County pursuant to Section 6062 of the California Government Code.

(2) The nuisance abatement lien shall be recorded in the Los Angeles County
Registrar-Recorder/County Clerk's office in the county in which the subject

1 property is located and from the date of recording shall have the force, effect, and
2 priority of a judgment lien.

3 (3) A nuisance abatement lien authorized by this section shall specify the
4 amount of the lien for the City of Huntington Park, the name of the City department
5 on whose behalf the lien is imposed, the date of the abatement actions, the street
6 address, legal description and assessor's parcel number of the subject property on
7 which the lien is imposed, and the name and address of the recorded owner of the
8 subject property.

9 (4) In the event that the lien is discharged, released, or satisfied, either through
10 payment or foreclosure, notice of the discharge containing the information specified
11 in subsection (e)(3) shall be recorded by the City. A nuisance abatement lien and
12 the release of the lien shall be indexed in the grantor-grantee index.

13 (5) A nuisance abatement lien may be foreclosed by an action brought by the City
14 for a money judgment.

15 (6) The City may recover from the owner(s) of the subject property any costs
16 incurred regarding the processing and recording of the lien and providing notice to
17 the owner(s) as part of its foreclosure action to enforce the lien.

18 (7) The amount of a nuisance abatement lien shall also constitute a personal
19 obligation of the owners of the subject property.

20 (f) **Imposition of Illegal Dumping Fee.** A violation of this section shall
21 constitute an infraction. In lieu of assessing the actual costs of abatement as
22 described in subsection (c), an illegal dumping fee may be imposed upon
23 ~~responsible persons~~ property owner(s) and/or occupant(s) in an the following
24 amounts established by resolution of the City Council.:

25 (i) The first violation of this section shall be subject to a fine of \$1,000.
26 (ii) The second violation of this section shall be subject to a fine of
27 \$1,500.
28 (iii) The third and subsequent violations of this section shall be subject to
29 a fine of \$3,000. [MMI]

30 **Pursuant to Penal Code 374.3, each day that waste matter is placed,**
31 **deposited, or dumped in violation of this section is a separate violation.**

32 (g) If the waste matter placed, deposited, or dumped was used
33 tires, the fine prescribed in this section shall be doubled. Assessment and
34 Collection of Illegal Dumping Fee. The City Council and/or City Manager shall
35 adopt a policy rule, and/or regulation regarding the manner of assessing the
36 illegal dumping fee upon ~~responsible persons~~ the property owner or
37 occupant(s) of the subject property, as well as regarding the method of
38 payment by ~~responsible persons~~ the property owner or occupant(s) of the
39 subject property. The City may withhold issuance or renewal of any license or
40 permit for a ~~responsible person~~ the property owner or occupant(s) of the
41 subject property, or other entitlement for a subject property whenever an illegal
42 dumping fee assessed pursuant to this section remains unpaid. The City may
43 also collect unpaid illegal dumping fees by a nuisance abatement lien or a

1 special assessment in accordance with the provisions of subsections (d) and (e).

2 **5-11.05.5 Required notice for infraction violations.**

3

4 (a) Except as specified in subsection (b), no arrests shall be made or citations
5 issued to any occupant or owner of any property within the City of Huntington Park
6 under the authority of this article unless the City of Huntington Park shall have
7 furnished to said occupant or owner two (2) consecutive ten (10) day written notices
8 mailed to the last known address of the occupant or owner, advising said occupant
9 or owner of the nature of the violation, the requirements to correct the violation, the
time within which the violations shall be corrected, the proposed action of the City of
Huntington Park if the corrections are not made and the maximum penalty which
may be imposed if the violations are not corrected.

10 (b) Notwithstanding any other provision of this article, no notices are required
11 prior to the arrest or issuance of a citation for any violation of Section 5-
11.05.2(a) of this article."

12 **SECTION 3:** Title 5, Chapter 11, Article 4 of the Huntington Park Municipal Code is
13 hereby amended in its entirety to read as follows:

14 **"5-11.23-1 Finding and purpose.**

15 The City Council finds as follows:

16 (a) Illegal dumping poses serious health risks to children and other persons,
17 creates blight in the City, and tends to contribute to the presence of flies, insects,
vector, vermin, rats, wild animals, and other pests.

18 (b) Illegal dumping is facilitated by the use of vehicles, whereby persons utilize
19 vehicles to transport waste matter, organic or inorganic rubbish, refuse, garbage,
bulky item, hazardous waste, solid waste, or offal for the purpose of illegally
20 dumping the waste matter, organic or inorganic rubbish, refuse, garbage, bulky
item, hazardous waste, solid waste, or offal.

21 (c) The procedures for seizing and impounding vehicles used to illegally dump
22 waste matter are expressly intended as a remedy to abate these public nuisances
23 and to protect the City's residents and the public from harm to their health, safety,
and welfare. Examples of such damages are the costs of cleaning up illegal
24 dumpsites and diverting limited public resources to address the nuisance activities
through direct enforcement and other programs designed to prevent illegal
dumping. Any deterrent effect is deemed incidental to the remedial purpose of this
25 article.

26 **5-11.23.2 Authority.**

27 This article is adopted pursuant to the authority granted in Article XI, Section VII of

1 the California Constitution, Section 38771 of the California Government Code, and
2 Section 22659.5 of the California Vehicle Code.

3 **5-11.23.3 Definitions.**

4 For the purposes of this article, the following definitions shall apply:

5 "Commercial quantities" means an amount of waste matter generated in the course of
6 a trade, business, profession, or occupation, or an amount equal to or in excess of
7 one cubic yard. This definition does not apply to the dumping of household waste at a
8 person's residence.

9 "Illegal dumping" shall mean placing, depositing, or dumping, or causing to be placed,
10 deposited, or dumped, waste matter in violation of this article in commercial quantities
11 in refuse containers designated by the City for such purposes not registered
12 to the person(s), business(es), entity(ies), or motor vehicle(s) utilized for
13 transportation of waste matter. It shall also include placing, depositing, or
14 dumping or causing to be placed, deposited or dumped waste matter on or
15 about any street, highway, sidewalk, alley, right-of-way, or other public
16 property (including any grounds belonging to any Federal, State, County or
17 other governmental or quasi-governmental entity or agency unless expressly
18 preempted by State or Federal Legislation).

19 "Impounding agency" shall mean the City of Huntington Park.

20 "Waste matter" shall mean any organic or inorganic rubbish, refuse, garbage,
21 bulky item, hazardous waste, solid waste, or offal, any discarded, used, or
22 leftover object or substance, including, but not limited to, a lighted or non-lighted
23 cigarette, cigar, match, or any flaming or glowing material, or any garbage, trash,
24 refuse, paper, container, packaging, construction material, carcass of a dead
25 animal, any nauseous or offensive matter of any kind, or any object likely to injure
26 any person or to create a traffic hazard, or as otherwise defined by Section 374(b) of
27 the California Penal Code.

28 **5-11.23.4 Declaration of nuisance vehicle used for illegal dumping.**

29 (a) Any motor vehicle used for the purpose of illegal dumping is a public
30 nuisance and the vehicle shall be subject to seizure and impoundment for a period
31 up to thirty (30) days when:

32 (1) The motor vehicle is used in the commission or attempted commission of an
33 act that violated Section 373.4(h) 374.3(h)(1) of the California Penal Code; and

34 (2) The owner or operator of the vehicle has had a prior conviction for the same
35 offense within the past three (3) years.

36 (b) Any person or any agent who owns, leases, borrows, possesses, maintains,
37 or uses any vehicle for the purpose or act set forth in subsection (a) is responsible
38 for creating a public nuisance.

39 **5-11.23.5 Seizure and impoundment of nuisance vehicle used for illegal**

1 dumping.

2 (a) Within two (2) working days after impoundment, the impounding agency
3 shall send a notice by certified mail, return receipt requested, to the legal owner
4 of the vehicle, at the address obtained from the department, informing the owner
5 that the vehicle has been impounded. The notice shall also include notice of the
6 opportunity for a post-storage hearing to determine the validity of the storage or
7 to determine mitigating circumstances establishing that the vehicle should be
8 released. The impounding agency shall be prohibited from charging for more
9 than five (5) days' storage if it fails to notify the legal owner within two (2) working
10 days after the impoundment when the legal owner redeems the impounded
11 vehicle. The impounding agency shall maintain a published telephone number
12 that provides information twenty-four (24) hours a day regarding the
13 impoundment of vehicles and the rights of a legal owner and a registered owner
14 to request a hearing. The notice shall include all of the following information:

15 (1) The name, address, and telephone number of the agency providing the notice;

16 (2) The location of the place of storage and description of the vehicle, that
17 shall include, if available, the model or make, the manufacturer, the license plate
18 number, and the mileage;

19 (3) The authority and purpose for the removal of the vehicle;

20 (4) A statement that, in order to receive a post-storage hearing, the owners, or
21 their agents, shall request the hearing in person, writing, or by telephone within ten
22 (10) days of the date appearing on the notice.

23 (b) The post-storage hearing shall be conducted within forty-eight (48) hours of
24 the request, excluding weekends and holidays. The public agency may authorize
25 one of its own officers or employees to conduct the hearing if that hearing officer is
26 not the same person who directed the seizure of the vehicle.

27 (c) Failure of the legal and the registered owners, or their agents, to request
28 or to attend a scheduled hearing shall satisfy the post-storage hearing
requirement.

29 (d) The agency employing the person who directed the storage shall be
30 responsible for the costs incurred for towing and storage if it is determined in the
31 post-storage hearing that reasonable grounds for the storage are not established.

32 (e) Any period during which a vehicle is subjected to storage under an
33 ordinance adopted pursuant to this section shall be included as part of the period
34 of impoundment.

35 (f) The impounding agency shall release the vehicle to the registered owner or
36 his or her agent prior to the end of the impoundment period under any of the
37 following circumstances:

38 (1) The driver of the impounded vehicle was arrested without probable cause;

39 (2) The vehicle is a stolen vehicle;

40 (3) The vehicle is subject to bailment and was driven by an unlicensed
41 employee of a business establishment, including a parking, service or repair

1 garage;

2 (4) The driver of the vehicle is not the sole registered owner of the vehicle
3 and the vehicle is being released to another registered owner of the vehicle
4 who agrees not to allow the driver to use the vehicle until after the end of the
5 impoundment period;

6 (5) A spouse, registered domestic partner, or other affected third party objects
7 to the impoundment of the vehicle on the grounds that it would create a hardship if
8 the subject vehicle is the sole vehicle in a household. The hearing officer shall
9 release the vehicle where the hardship to a spouse, registered domestic partner, or
10 other affected third party created by the impoundment of the subject vehicle, or the
11 length of the impoundment, outweigh the seriousness and the severity of the act in
12 which the vehicle was used.

13 (g) Notwithstanding any provision of law, if a motor vehicle is released prior to
14 the conclusion of the impoundment period because the driver was arrested without
15 probable cause, neither the arrested person nor the registered owner of the motor
16 vehicle shall be responsible for the towing and storage charges.

17 (h) Except as provided in subsection (g), the registered owner or his or her
18 agent shall be responsible for all towing and storage charges related to the
19 impoundment.

20 (i) A vehicle removed and seized under this section shall be released to the
21 legal owner of the vehicle or the legal owner's agent prior to the end of the
22 impoundment period if both of the following conditions are met:

23 (1) The legal owner is a motor vehicle dealer, bank, credit union, acceptance
24 corporation, or other licensed financial institution legally operating in this State, or is
25 another person who is not the registered owner and holds a security interest in the
26 vehicle; and

27 (2) The legal owner or the legal owner's agent pays all towing and
28 storage fees related to the seizure and impoundment of the vehicle.

29 (j) (1) No lien sale processing fees shall be charged to the legal owner who
30 redeems the vehicle prior to the fifteenth (15th) day of the impoundment period.
31 Neither the impounding agency nor any person having possession of the vehicle
32 shall collect from the legal owner as described in subsection (i)(1), or the legal
33 owner's agent, any administrative charges imposed pursuant to Section 22850.5 of
34 the California Vehicle Code, unless the legal owner voluntarily requested a post-
35 storage hearing.

36 (2) A person operating or in charge of a storage facility where vehicles are stored
37 pursuant to this section shall accept a valid bank credit card or cash for payment of
38 towing, storage, and related fees by a legal or registered owner or the owner's agent
39 claiming the vehicle. A credit card or debit card shall be in the name of the person
40 presenting the card. For purposes of this section, "credit card" is as defined in
41 subdivision (a) of Section 1747.02 of the Civil Code. Credit card does not include a
42 credit card issued by a retail seller.

43 (3) A person operating or in charge of a storage facility described in subsection

1 (j)(2) who violates subsection (j)(2) shall be civilly liable to the owner of the vehicle
2 or the person who tendered the fees for four (4) times the amount of the towing,
3 storage, and related fees not to exceed five hundred (\$500.00) dollars.

4 (4) A person operating or in charge of the storage facility described in subsection
5 (j)(2) shall have sufficient funds on the premises of the primary storage facility during
6 normal business hours to accommodate, and make change for, a reasonable
7 monetary transaction.

8 (5) Credit charges for towing and storage services shall comply with Section
9 1748.1 of the Civil Code. Law enforcement agencies may include the costs of
10 providing for payment by credit when making agreements with towing companies
11 on rates.

12 (6) A failure by a storage facility to comply with any applicable conditions set
13 forth in this subdivision shall not affect the right of the legal owner or the legal
14 owner's agent to retrieve the vehicle if all conditions required of the legal owner or
15 legal owner's agent under this subdivision are satisfied.

16 (k) (1) The legal owner or the legal owner's agent shall present to the law
17 enforcement agency, impounding agency, person in possession of the vehicle, or
18 any person acting on behalf of those agencies, a copy of the assignment, as defined
19 in subdivision (b) of Section 7500.1 of the Business and Professions Code, a
20 release from the one responsible governmental agency, only if required by the
21 agency, a government-issued photographic identification card, and any one of the
22 following as determined by the legal owner or the legal owner's agent: a certificate
23 of repossession for the vehicle, a security agreement for the vehicle, or title,
whether or not paperless or electronic, showing proof of legal ownership for the
vehicle. Any documents presented may be originals, photocopies, or facsimile
copies, or may be transmitted electronically. The law enforcement agency,
impounding agency, or other governmental agency, or any person acting on behalf
of those agencies, shall not require any documents to be notarized. The law
enforcement agency, impounding agency, or any person acting on behalf of those
agencies may require the agent of the legal owner to produce a photocopy or
facsimile copy of its repossession agency license or registration issued pursuant to
Chapter 11 (commencing with Section 7500) of Division 3 of the Business and
Professions Code, or to demonstrate, to the satisfaction of the law enforcement
agency, impounding agency, or any person acting on behalf of those agencies that
the agent is exempt from licensure pursuant to Section 7500.2 or 7500.3 of the
Business and Professions Code.

24 (2) Administrative costs authorized under subdivision (a) of Section 22850.5 of
25 the California Vehicle Code shall not be charged to the legal owner of the type
26 specified in subsection (i)(1) who redeems the vehicle unless the legal owner
27 voluntarily requests a post-storage hearing. A City, County, City and County, or State
28 agency shall not require a legal owner or a legal owner's agent to request a post-
storage hearing as a requirement for release of the vehicle to the legal owner or the
legal owner's agent. The law enforcement agency, impounding agency, or other
governmental agency, or any person acting on behalf of those agencies, shall not
require any documents other than those specified in this subsection.

1 The legal owner or the legal owner's agent shall be given a copy of any documents
2 he or she is required to sign, except for a vehicle evidentiary hold log book. The law
3 enforcement agency, impounding agency, or any person acting on behalf of those
4 agencies, or any person in possession of the vehicle, may photocopy and retain the
5 copies of any documents presented by the legal owner or legal owner's agent. The
6 legal owner shall indemnify and hold harmless a storage facility from any claims
7 arising out of the release of the vehicle to the legal owner or the legal owner's agent
8 and from any damage to the vehicle after its release, including the reasonable costs
9 associated with defending any such claims.

10 (i) A legal owner, who meets the requirements for release of a vehicle
11 pursuant to subsection (i), or the legal owner's agent, shall not be required to
12 request a post-storage hearing as a requirement for release of the vehicle to the
13 legal owner or the legal owner's agent.

14 (m) (1) A legal owner, who meets the requirements for release of a vehicle
15 pursuant to subsection (i), or the legal owner's agent, shall not release the
16 vehicle to the registered owner of the vehicle or an agent of the registered
17 owner, unless the registered owner is a rental car agency, until after the
18 termination of the impoundment period.

19 (2) Prior to relinquishing the vehicle, the legal owner may require the registered
20 owner to pay all towing and storage charges related to the seizure and
21 impoundment.

22 (n) (1) A vehicle removed and seized pursuant to an ordinance adopted pursuant
23 to this article shall be released to a rental car agency prior to the end of the
24 impoundment period if the agency is either the legal owner or registered owner of
25 the vehicle and the agency pays all towing and storage fees related to the seizure
26 and impoundment of the vehicle.

27 (2) The owner of a rental vehicle that was seized under this section may continue
28 to rent the vehicle upon recovery of the vehicle. However, the rental car agency shall
29 not rent another vehicle to the driver of the vehicle that was seized until the
30 impoundment period has expired.

31 (3) The rental car agency may require the person to whom the vehicle was
32 rented to pay all towing and storage charges related to the seizure and
33 impoundment."

34 **SECTION 4:** Violations of this Ordinance shall constitute violations of the Huntington
35 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park
36 Municipal Code shall apply to violations of the provisions of this Ordinance.

37 **SECTION 5:** This Ordinance is exempt from the California Environmental Quality Act
38 ("CEQA"), in that this Ordinance does not constitute a "project" under CEQA and is exempt
39 pursuant to CEQA Guidelines section 15378(b)(4), and further there is no likelihood of this

Ordinance resulting in a significant negative impact on the environment, and is therefore also exempt from CEQA pursuant to CEQA Guidelines section 15060(c)(2).

SECTION 6: Any provisions of the Huntington Park Municipal Code or appendices thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of the Ordinance.

SECTION 7: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

SECTION 8: This Ordinance shall take effect thirty 30 days after final passage by the City Council.

SECTION 9: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this 1st day of September, 2020.

ATTEST:

Manuel "Manny" Avila, Mayor

Sergio Infanzon
Acting City Clerk

APPROVED AS TO FORM:

**Arnold M. Alvarez-Glasman
City Attorney**

ITEM No. 4

ORDINANCE NO. 2020-985

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
CALIFORNIA ADDING ARTICLE 21, "SHARED MOBILITY DEVICES," IN CHAPTER 7
"TRAFFIC," AT TITLE 4, "PUBLIC SAFETY" OF THE HUNTINGTON PARK MUNICIPAL
CODE**

WHEREAS, the City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California;

WHEREAS, pursuant to its "police powers" under Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, the City consists of just over three-square miles of land, which is home to 61,348 residents, the jobsite to many workers, and a destination for visitors on weekends;

WHEREAS, the City's public rights-of-way are designed to accommodate a multimodal transportation system and are heavily utilized by residents, workers, and visitors;

WHEREAS, due to technological advancements, the City's public rights-of-way have seen new, unpermitted commercial shared mobility devices;

WHEREAS, the rapid proliferation of such devise creates serious safety hazards for pedestrians, bicyclists and drivers;

WHEREAS, the proliferation of such devices impedes pedestrian circulation and paths of travel, and creates hazards in the public rights-of-way for persons with disabilities and others, especially when left unattended;

WHEREAS, such devices block paths of travel, sidewalks, driveways and pathways;

WHEREAS, such devices create safety hazards especially for person with disabilities attempting to navigate past all such hazards;

WHEREAS, without prohibiting shared mobility devices from being placed in the public-right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City, accidents involving shared mobility devices are likely at this time, which could result in serious bodily injury or death;

1 **WHEREAS**, prohibiting shared mobility devices from being placed in the public-right-of-
2 way or on public property, operated in the public right-of-way or on public property, or offered
3 for use anywhere in the City is necessary at this time to effectuate the City's commitment to
4 protecting its residents, businesses and visitors' health, safety, welfare, and quality of life; and

5 **WHEREAS**, prohibiting shared mobility devices from being placed in the public-right-of-
6 way or on public property, operated in the public right-of-way or on public property, or offered
7 for use anywhere in the City will preserve the public peace, health and safety.

8

9 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
10 **DOES HEREBY ORDAIN AS FOLLOWS:**

11

12 **SECTION 1:** The recitals set forth above are incorporated herein and by this reference
13 made an operative part hereof.

14

15 **SECTION 2:** Article 21 (Shared Mobility Devices) in Chapter 7 (Traffic) at Title 4
16 (Public Safety) of the Huntington Park Municipal Code is hereby added to read as follows:

17

18 **Article 21 Shared Mobility Devices**

19 **4-7.2101 Purpose.**

20 The purpose of this article is to prohibit shared mobility devices from being placed in
21 the public-right-of-way or on public property, operated in the public right-of-way or on public
22 property, or offered for use anywhere in the City, so as to allow for adequate pedestrian traffic
23 flow and to promote public safety.

24 **4-7.2102 Definition.**

25 For purposes of this chapter, "shared mobility device" means any wheeled device,
26 other than an automobile or motorcycle, that is powered by a motor, is accessed via an on-
27 demand portal, whether a smartphone application, membership car, or similar method; is
28 operated by a private entity that owns, manages, and maintains devices for shared use by

1 members of the public; and is available to members of the public in unstaffed, self-service
2 locations, except for those locations which are designated by the City.

3 **4-7.2103 Prohibitions.**

4 (a) It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a
5 shared mobility device in a public right-of-way or on public property anywhere within the City.

6 (b) It is unlawful to operate a shared mobility device in a public right-of-way or
7 public property anywhere within the City.

8 (c) It is unlawful to provide or offer for use a shared mobility device anywhere within
9 the City.

10 **4-7.2104 Violations.**

11 (a) Police officers, parking enforcement officers, or code enforcement may issue an
12 administrative citation pursuant to Chapter 5 of Title 1 of this Code, as permitted by
13 Government Code Section 53069.4, imposing an administrative fine of five hundred dollars
14 (\$500.00) per mobility device in accordance with violation of this article. The fine amount
15 imposed pursuant to this article may be amended as set forth in a schedule of fines
16 established by resolution of the City Council.

17 (b) The issuance of an administrative citation pursuant to Chapter 5 of Title 1 of this
18 Code does not limit the City's discretion to utilize any other remedy, civil or criminal, to
19 redress any violation of this article.

20 (c) Police officers, parking enforcement officers, those City officials designated by
21 the City Manager, and any party contracted by the City to specifically impound shared mobility
22 devices are authorized to impound any shared mobility device pursuant to the California
23 Vehicle Code. The impound shall be subject to an impound and storage fee for every mobility
24 device established by resolution of the City Council.

25
26 **SECTION 4:** Violations of this Ordinance shall constitute violations of the Huntington
27 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park
28 Municipal Code shall apply to violations of the provisions of this Ordinance.

1
2 **SECTION 5:** This Ordinance is exempt from the California Environmental Quality Act
3 ("CEQA"), in that this Ordinance does not constitute a "project" under CEQA and is exempt
4 pursuant to CEQA Guidelines section 15378(b)(3), because it can be seen with certainty
5 that there is no possibility that prohibiting shared mobility devices from being placed in the
6 public right-of-way or on public property, operated in the public right-of way or on public
7 property, or offered for use anywhere in the City will have a significant effect on the
8 environment. The Ordinance is additionally exempt from CEQA pursuant to CEQA
9 Guidelines Section 15301(c), as it involves no expansion of the use of existing facilities, a
10 category that includes streets and sidewalks, and pursuant to CEQA Guidelines Section
11 15270 which provides an exemption for projects which are disapproved.

12
13 **SECTION 6:** Any provisions of the Huntington Park Municipal Code or appendices
14 thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or
15 modified to the extent necessary to affect the provisions of the Ordinance.

16
17 **SECTION 7:** If any section, subsection, sentence, clause, phrase, or portion of this
18 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court
19 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of
20 this Ordinance. The City Council of the City of Huntington Park hereby declares that it would
21 have adopted this Ordinance and each section, subsection, sentence, clause, phrase or
22 portion thereof, irrespective of the fact that any one or more sections, subsections, sentences,
23 clauses, phrases or portions may be declared invalid or unconstitutional.

24
25 **SECTION 8:** This Ordinance shall take effect thirty 30 days after final passage by the City
26 Council.

27
28 **SECTION 9:** The City Clerk shall certify to the passage of this Ordinance and shall cause the

1 same to be published in the manner prescribed by law.

2 **PASSED, APPROVED AND ADOPTED** this 1st day of September, 2020.

3

4 **CITY OF HUNTINGTON PARK**

5

6 **ATTEST:**

7

 Manuel Avila, Mayor

8

9 Sergio Infanzon
10 Acting City Clerk

11 **APPROVED AS TO FORM:**

12

13 Arnold M. Alvarez-Glasman
14 City Attorney

ITEM No. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



September 1, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to design and oversee the construction and inspection of CIP 2020-01 Senate Bill 1, the Road Repair and Accountability Act of 2017, Street Enhancement Project FY 2020-21.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of April 21, 2020, the list of streets eligible for resurfacing under Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. SB1 funds partially finance the cost to design, construct and manage the project. SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The street segments were selected and prioritized utilizing the City's Pavement Management System. The design scope of work includes preparing plans, specifications and engineer's estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors.

The following streets were chosen to be resurfaced.

Street Name	Beginning Location	Ending Location
Miles Avenue	150' N/O 57 th Street	Florence Avenue
Santa Fe Avenue	58 th Street	Florence Avenue
Malabar Street	Zoe Avenue	Gage Avenue
Gentry Street	Gage Avenue	Clarendon Avenue
Otis Street	Santa Ana Street	Salt Lake Avenue

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21

September 1, 2020

Page 2 of 3

Marbrisa Avenue	Florence Avenue	Mortimer Avenue
Cedar Street	Florence Avenue	Saturn Avenue
Regent Street	760' N/O Gage Avenue	Zoe Avenue

Engineering support from an outside consultant is necessary to accomplish the design and construction management of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design and construction management services for the project.

The following is a tentative schedule:

RFP ISSUED	September 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 21, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 25, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 1, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 20, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 2, 2020

LEGAL REQUIREMENT

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

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design and construction management of the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact. Proposals will be evaluated based on qualifications and fiscal aptitude to design the project within the available SB1 funds and presented to the City Council either recommending approval to award a professional services agreement or to reject all proposals and reissue the RFP.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF
CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21**

September 1, 2020

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Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

- A. SB1 CIP 2020-01 Street Enhancement Project FY 20-21 - RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Design and Construction Management Services for
SBI Street Enhancement Project (CIP No. 2020-01)
FISCAL YEAR 2020-21**

PROPOSAL DUE DATE: OCTOBER 1, 2020 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov



CITY OF
HUNTINGTON
PARK

A large, rectangular, black sign mounted on a white building. The sign has "CITY OF" at the top, "HUNTINGTON" in the middle, and "PARK" at the bottom, all in white capital letters. To the left of the sign is a white archway, and to the right is a tall, white bell tower.

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for architectural and engineering design services for the preparation of plans, specifications, and cost estimates (PS&E), geotechnical reporting, surveying and related construction documents, and to provide construction management services during the construction phase for the **SB1 STREET ENHANCEMENT PROJECT (CIP No. 2020-01)**. The plans and cost estimates will be comprehensive for all improvements imposed on the approved **SB1 STREET ENHANCEMENT PROJECT (CIP No. 2020-01)**.

2. OVERVIEW

The City is looking to perform street enhancements using Senate Bill 1, the Road Repair and Accountability Act of 2017, (SB1) funding to treat pavement on various residential streets throughout the City. Pavement rehabilitation recommendations from the consultant will be incorporated into the contract documents after discussion with City staff. The scope of work includes developing pavement rehabilitation recommendations for incorporation into contract documents. Contractor will develop the plans, specifications and estimate (PS&E) package and is tasked with reviewing submittals prepared by the contractor for pavement related items in accordance with City/State standard specifications and for providing construction support in the form of identifying locations for base repair during construction and responding to requests for information by the contractor in relation to any pavement design issues that may arise during construction (such as encountering unforeseen conditions like unsuitable road base). Design form is responsible to field verify existing conditions and must obtain a Geotechnical firm to test the subbase of each of the streets. Physical improvements will include but not be limited to the construction improvements of damaged, lifted, broken, raised curbs, gutters, cross gutters, removal and replacement of non-compliant ADA pedestrian ramps, adjustment of existing utilities to finish grade, pavement markings and striping, signage, isolated areas of roadway structural section repair, asphalt concrete pavement grinding, and overlay. The City is interested in entering an agreement with an engineering firm that will conduct and coordinate specified tasks related to advancing the Project to the construction phase. The range of services include, but are not limited to, geotechnical, surveying, preliminary and final engineering design, cost estimation and bidding and construction support services.

The following street segments were selected and prioritized utilizing the City's Pavement Management System:

Street Name	Beginning Location	Ending Location	Treatment
Miles Ave	150' N/O 57th St	Florence Ave	Grind and Overlay
Santa Fe Ave	58th St	Florence Ave	Reconstruct (AC)
Malabar St	Zoe Ave	Gage Ave	Grind and Overlay
Gentry St	Gage Ave	Clarendon	Grind and Overlay
Otis St	Santa Ana St	Salt Lake Ave	Grind and Overlay
Marbrisa Ave	Florence Ave	Mortimer Ave	Grind and Overlay
Cedar St	Florence Ave	Saturn Ave	Grind and Overlay
Regent St	760' N/O Gage Ave	Zoe Ave	Grind and Overlay

This project is subject to Greenbook standards and Public Contracting Code procurement requirements.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of public works street improvement projects. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **April 30, 2021** and immediately thereafter advertise, bid, and award a construction contract.

- The City reserves the right to delete specific task(s).

A. Task 1 – Conduct Field Review and Surveys

- Field reviews will include engineering and geotechnical reviews. Existing manholes and utility covers/boxes within the impacted repair limits will be identified during field reviews and will be shown on the plans. Consultant shall set aerial control, perform flyover and generate aerial topography (topographic base map). Research, Survey, and Base map Preparation.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Traffic Control Plans will be prepared and will be described in the specifications, with reference to MUTCD and WATCH Manual.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

January 15, 2021 – 30% submittal

February 26, 2021 – 65% submittal

March 31, 2020 – 85% submittal

April 30, 2021 – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Perform Utility Research/Other Research and Coordination. Conduct required surveys/design surveys and prepare detailed base map for use in developing design plans. Prepare and send out Utility Notices.
- Design Engineer must contract a company to video the City's mainline sanitary sewer on the streets to be resurfaced and make recommendations to remove and replace, Cure in Place (CIP) relining or upsize. If the mainlines are structurally sound and there is no evidence of potential overflows, then the decision will be to leave the sanitary sewers alone.
- In summary this task shall include the following services:
 - Upon completion of Base Map, conduct second scoping meeting with City to discuss any deviation from initial scoping meeting / approved Conceptual Plan that may be required based on information obtained during Task 1.
 - Design Services shall follow and include Schedule and Schedule Control. Allow a minimum of one (1) week for each City review. Plans shall be submitted at the following stages of completion for City review and comment: 30%, 65%, and 100% (Final).

C. Task 3 – Project Specifications at 30%, 65%, 85% and 100% Submittal

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause.

D. Task 4 – Construction Estimate

- Prepare and Engineer's construction estimate for the designed Project at 30%, 65% and 100% submittal. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Provide management and inspection staff, including material testing (geotechnical).
- The consultant and its subconsultants shall comply with Public Works Greenbook in the preparation of full, complete, and accurate PS&E.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
 - 2 - Scoping/Kick off
 - 2 - Stakeholders/Final Design
 - 2 - City Council
 - 5 - City Staff
 - 1 - Preconstruction
 - Weekly/Biweekly meetings with contractor. Number of meetings TBD. Must be part of construction manager's and inspector's time allocated towards the oversight of the project.

F. Task 6 – Construction Management (CM) Support Services

- Provide engineering services prior to, during, and following construction including:
 1. Oversee the preconstruction meeting and provide clarification on contract documents as needed.

2. Assist the City with Request for Information responses.
3. Monitor and manage the construction schedule.
4. Review/distribute submittals to appropriate parties. Review and respond to submittals and shop drawings.
5. Provide review of the contractors' submittals for conformance with the contract documents.
6. Conduct construction progress meeting with contractor. Preparation and distribution of meeting minutes.
7. Prepare and distribute notices, respond to complaints, and assist in resolving problems as necessary.
8. Review contractor change order requests.
9. Review contractor pay requests and prepare necessary documentation for submittal and approval by the City.
10. Review contractors selected certified payroll submittals for compliance with applicable prevailing wage rates.
11. Conduct project walk through and prepare Punch List.
12. Maintain project files and documentation.
13. Assist the City to close out the project.
14. Provide the City with Project Close Out File.
15. Subsequent to completion of construction, the consultant shall provide Mylar plots of revised drawings incorporating all as-built revisions clouded and noted in the revision block using the contractors' record red lines. The project drawings should be stamped "Project Record Drawings". Transmit original Mylar Record Drawings, including AutoCAD files as well as PDF versions.
 - All Data, documents, and other products used or developed during the project will become the property of the City.
 - Consultant to provide invoice, progress payment invoices, change order documents, etc. must be submitted to the City for review prior to the use of the above-mentioned documents.

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated

or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff and consultants will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

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

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 6 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the

subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. [FEE](#)

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**SB1 STREET ENHANCEMENT PROJECT (CIP NO. 2020-01)**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. [QUESTIONS REGARDING THIS RFP](#)

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, SEPTEMBER 21, 2020**.

In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. [PROPOSAL SUBMITTAL PROTOCOL](#)

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, OCTOBER 1, 2020** to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

13. [PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION](#)

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity

participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	September 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 21, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 25, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 1, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 20, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 2, 2020

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

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

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

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

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

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

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

V.
INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

7.3 **NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

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

7.7 COOPERATION: FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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

7.11 **TIME IS OF THE ESSENCE**: Time is of the essence for each and every provision of this Agreement.

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

7.13 **ATTORNEYS' FEES**: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

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

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

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

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

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

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

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____ By: _____
[REP FOR CITY] Name: _____
[TITLE] Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

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

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD®		DATE	DATE (DD/MM/YY)	Must have a Contact Name & Phone number or email address																									
CERTIFICATE OF LIABILITY INSURANCE																													
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																													
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Vehicles Schedule, may be attached if more space is required)		<p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds"</p>			General Liability Each Occurrence: \$2,000,000 Damage to Rented Property: \$1,000,000 Med. Exp. \$5,000 Personal & Adv. Liability: \$1,000,000 General Aggregate: \$4,000,000 Products: \$1,000,000																								
CERTIFICATE HOLDER		CANCELLATION			Combined Single Limit: \$1,000,000																								
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>			AUTHORIZED REPRESENTATIVE SIGNATURE																								
<p>© 1988-2015 ACORD CORPORATION. All rights reserved.</p>																													
ACORD 25 (2016/03)				The ACORD name and logo are registered marks of ACORD																									
<p>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable</p>																													

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ITEM No. 6

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

September 1, 2020

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including sidewalk improvements, signal modifications, and zebra crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

The design scope of work includes preparing Project Approval & Environmental Design (PA&ED) in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed contractors. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2018-11 ATP CYCLE IV
PROJECT NO. ATPL-5150(014)**

September 1, 2020

Page 2 of 3

The City has placed a high priority on this project to provide active transportation options to its residents. This project will provide safer crossings with direct links to activity centers (schools, employment centers, shopping (retail and groceries), transit stops, banks, churches, and other areas). Through the creation of safer walkways and crossings, people will be encouraged to walk more to their destination. This project will remove both movement and informational barriers. In addition to the geometric design of the intersections, pedestrian safety also relies heavily on the information that is provided to pedestrians, i.e. signs or signals. Movement Barriers are removed through pedestrian actuated devices for locations with high pedestrian counts. Informational barriers are removed through increased signage both at the crosswalk and in advance, and pedestrian scale lighting especially at midblock locations where pedestrian might cross at night. Removal of these barriers will increase mobility and walking for the overall safety of pedestrians.

Engineering support from an outside consultant is necessary to accomplish the design of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	September 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 21, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 25, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 30, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 20, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 9, 2020
CALTRANS APPROVAL OF THE PA&ED	January 29, 2021

LEGAL REQUIREMENT

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2018-11 ATP CYCLE IV
PROJECT NO. ATPL-5150(014)**

September 1, 2020

Page 3 of 3

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of June 30, 2020, the California Transportation Commission (CTC) allocated funding in the amount of \$58,000 (Attachment B). City must seek reimbursement of the state funds as work progresses. A local City match is not required.

Approval of this specific action does not have a fiscal impact.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. RFP CIP No. 2018-11 ATP Cycle IV
- B. Caltrans Finance Letter

ATTACHMENT A



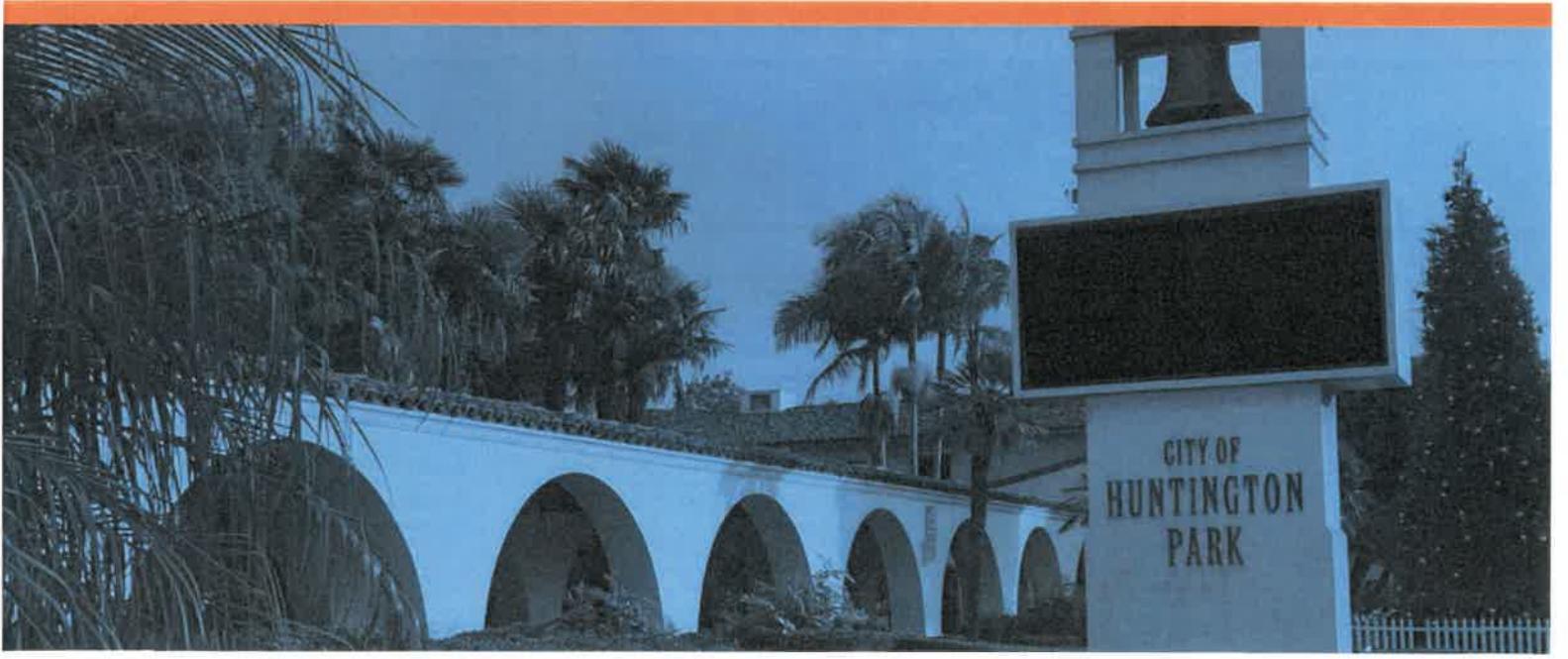
CITY OF HUNTINGTON PARK REQUEST FOR PROPOSAL FOR

**Professional Project Approval and Environmental Design (P&ED) Services for
CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**

PROPOSAL DUE DATE: SEPTEMBER 30, 2020 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6346
croldan@hpc.ca.gov

A photograph of a white stone archway with a bell tower and a sign. The sign on the right side of the archway reads "CITY OF HUNTINGTON PARK".

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for architectural and engineering design services for the Project Approval & Environmental Design (PA&ED) phase in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed contractors. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts for **CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**.

2. OVERVIEW

The proposed project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including sidewalk improvements, signal modifications, and zebra crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

This project is subject to Greenbook standards and Public Contracting Code procurement requirements.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of public works street improvement projects. The consultant applying should have significant experience in preparing PA&ED that leads to a PS&E. The objective of the project is to receive Caltrans approval of the PA&ED on or before **January 29, 2021**.

- The City reserves the right to delete specific task(s).

A. Task 1 – Conduct Field Review and Surveys

- The PA&ED phase will involve preparation of the appropriate environmental documents for the project, along with the selection of a range of reasonable

alternatives and feasible mitigation in accordance with California Environmental Quality Act (CEQA).

- Caltrans, as the lead agency under CEQA, will oversee, ultimately approve or deny the CEQA environmental document for the project.
- The PA&ED is a Caltrans-controlled process and subject to Caltrans's oversight, concurrence, and approval at each step in each phase of the process, including the review and approval of the various required document submittals and technical reports, the selection of project alternatives, and the environmental review process under CEQA.
- Final CEQA environmental document may be certified by Caltrans and this document, along with supporting technical studies, will be included with the request to obtain a finance letter for the PS&E phase of the project.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:
- Conduct scoping meeting with City to discuss any deviation from initial tasks.

B. Task 2 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the design and ultimately the construction phase.
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PA&ED.
- Minimum number of Meetings:

- 2 - Scoping/Kick off
- 2 - Stakeholders/Final Design
- 2 - City Council
- 5 - City Staff
- 1 - Preconstruction

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.

- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

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

Consultant's Background: Maximum 1-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the

consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultants approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback

periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 6 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, SEPTEMBER 21, 2020**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, SEPTEMBER 30, 2020** to:

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

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

IMPORTANT DATES

RFP ISSUED	September 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	September 21, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	September 25, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	September 30, 2020
TENTATIVE CITY COUNCIL AWARD DATE	October 20, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 9, 2020
CALTRANS APPROVAL OF THE PA&ED	January 29, 2021

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

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

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

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

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

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

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

V.
INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

7.3 **NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

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

7.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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

7.11 **TIME IS OF THE ESSENCE**: Time is of the essence for each and every provision of this Agreement.

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

7.13 **ATTORNEYS' FEES**: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

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

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

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

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

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

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

7.22 **MISCELLANEOUS:**

- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____ By: _____

[REP FOR CITY]
[TITLE]

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

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

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	Agent or Broker Name & Address	CONTACT NAME PHONE NO. (xx) _____ FAX NO. _____ E-MAIL ADDRESS SOURCES	DATE (MM/DD/YYYY)	Must have a Contact Name & Phone number or email address
INSURED	Insured Name & Address	INSURER(s) AFFORDING COVERAGE INSURER 1: _____ INSURER 2: _____ INSURER 3: _____ INSURER 4: _____ INSURER 5: _____ INSURER 6: _____	NAME	Insurance Company Name(s)

COVERS **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	INSURED NAME & ADDRESS	POLICY NUMBER	POLICY PERIOD (IMMEDIATELY) Current Policy Period	LIMITS
	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE: \$ DAMAGE TO RENTED PROPERTY (per occurrence): \$ MED. EXP. (Any one person): \$ PERSONAL BODILY INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMMOD. AGG. \$
	GENERAL AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTO ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> EXCESS LIABILITY OCCUR CLAIM MADE				ADMITTED STATE LIMIT BODILY INJURY (per person): \$ BODILY INJURY (per accident): \$ PROPERTY DAMAGE (per occurrence): \$ Combined Single Limit: \$1,000,000
	UMBRELLA LIABILITY OCCUR CLAIM MADE				EACH OCCURRENCE AGGREGATE: \$ EL. EACH ACCIDENT: \$ EL. DISEASE - EA EMPLOYEE: \$ EL. DISEASE - POLICY LIMIT: \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY APPLICABLE TO THE INSURED IN ACCORDANCE WITH THE Mandatory State Law, described under DESCRIPTION OF OPERATIONS below				EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Insured Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Must be in **ACCORD 25 (2016/03)** or **ACCORD 25 (2014/01)** any other form will **NOT** be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT B

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



July 3, 2020

07-LA-0-HNTP
ATPL-5150(014)
Adv Id: 0720000266
PPNO: 07-5661
Request No:1

Mr. Daniel Hernandez
Public Works Director
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Dear Mr. Hernandez:

Your letter dated April 9, 2020 requested a fund allocation from the Active Transportation Program for the City of Huntington Park Completion of pedestrian safety enhancements at remaining uncontrolled crosswalk locations. The project will create a network of four complete streets boulevards with pedestrian safety and Class III bicycle improvements, as well as. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 30, 2020 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 30, 2020, effective June 30, 2020.

Allocation No. 2020-247	ATP	FUND ALLOCATION		
Senate District No. : 30 Assembly District No. : 50	Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
E&P	\$58,000	2020	\$0	\$58,000
Federal Funds				\$0
State Funds				\$58,000
Total Amount	\$58,000		\$0	\$58,000

This allocation makes available \$0 of federal funds* and \$58,000 of State (or State-only) funds for a total of \$58,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation :

Funds allocated for project E & P are available for expenditure until: **June 30, 2022.**

Funds allocated for project PS & E are available for expenditure until: **Not Applicable.**

Funds allocated for project RW are available for expenditure until: **Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension of up to 20 months to each of the deadlines specified above, if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at www.dot.ca.gov/hq/LocalPrograms/ for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



for HEIDI BORDERS , Acting Chief
Office of Project Implementation - South
Division of Local Assistance

c: MTA

Attachment: CTC Vote Box

bc: LPA

DLA AE Project Files

District - (07) DLAE - Steve Novotny

