

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting

### Agenda

**Tuesday, February 02, 2021**

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](http://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](http://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](mailto: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](http://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)** – No Presentations

## **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) McKay v. Caraballo (Los Angeles Superior Court Case No. 20STRO05683)

## **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 January 19, 2021**

#### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrant(s) dated February 02, 2021**

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **PUBLIC WORKS**

**3. CONSIDERATION AND APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the Master Cooperative Agreement ("Agreement") with the Los Angeles County Metropolitan Transportation Authority for the design, construction, operation, and maintenance of a portion of the West Santa Ana Branch Transit Corridor project, and;
2. Authorize the City Manager to execute the Agreement, subject to approval by the Los Angeles County Metropolitan Transportation Authority.

#### **POLICE**

**4. CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$70,199 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2018 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$70,199 in account number 230-0000-335.30-70; and
2. Approve a budget appropriation in the amount of \$70,199 to account number 230-7010-421.74-10; and
3. Authorize the City Manager to finalize and execute the Agreement.

**PARKS AND RECREATION**

**5. CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) TO EXTEND THE MASTER AGREEMENT WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2021 AND 2022 HOLIDAY PARADES**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve an amendment to the 2020 Professional Services Agreement, to reflect an extension upon mutual agreement for 2021 and 2022 parade production services with Pageantry Parades; and
2. Approve agreement with Pageantry Parades to provide parade production services for the City of Huntington Park's 2021 and 2022 Holiday Parades; and
3. Authorize the City Manager to execute the Amendment and agreement.

**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**

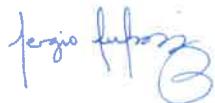
**Vice Mayor Graciela Ortiz**

**Mayor Manuel “Manny” Avila**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 16, 2021 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](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 29<sup>th</sup> Day of January 2021.



Sergio Infanzon, Acting City Clerk

**ITEM NO. 1**



## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, January 19, 2021**

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 6:07 p.m. on Tuesday, January 5, 2021, 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, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila. **ABSENT:** Council Member Marilyn Sanabria.

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

### **INVOCATION**

Invocation was led by Council Member Macias.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Ortiz.

### **PRESENTATIONS**

No Presentations

### **PUBLIC COMMENT**

No Public Comments

### **STAFF RESPONSE**

No staff response

### **CLOSED SESSION**

At 6:09 p.m. Mayor "Manny" Avila, recessed to closed session.

City Attorney Araceli Almazan, asked the City to recess into closed session to discuss the 4 matters listed under the closed session portion of the agenda.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2) – One Matter
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)  
One matter involving the threat of litigation by Los Angeles County Fire
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(1)(d)  
Name of case: Humberto Lozano (deceased) v City of Huntington Park  
Claim No. 16-126100
4. California Government Code Section 54957.6 to meet in conference with  
City's designated labor representatives:  
City's Representatives: Ricardo Reyes, City Manager; Adrianna E.  
Guzman, Liebert Cassidy Whitmore  
Employee Organizations: Huntington Park General Employees'  
Association (GEA); Huntington Park Police Officers' Association (POA);  
and Huntington Park Police Management Association (PMA)

At 7:09 p.m. Mayor Avila reconvened to open session with all Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Araceli Almazan announced that all four members of the City Council were present and briefed on closed session. Item 1, 1) Direction was provided, no final action taken, nothing further to report. Item 2, 1) Direction was provided, no final action taken, nothing further to report. Item 3, 1) No final action taken, nothing further to report. Item 4, 1) Direction was provided, no final action taken, nothing further to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Macias, moved to approve the consent calendar from the January 5, 2021, Regular Meeting, seconded by Vice Mayor Ortiz. Motion passed 4-0-0, by the following vote:

## ROLL CALL:

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

## OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held January 2, 2021  
**FINANCE**

2. Approved Accounts Payable and Payroll Warrant(s) dated January 19, 2021

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

3. **CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542**

Director Cesar Roldan presented the item.

**Motion:** Council Member Ortiz, moved to Adopt Resolution No. 2021-03, approve amending the FY 2020-2021 budget to add estimated revenues in the amount of \$50,000 to account number 681-0000.335.70-10 Proposition 68 Groundwater Grant in the Water Enterprise Fund, and authorize the City Manager to sign the Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB0000000000D2012542, seconded by Vice Mayor Ortiz, Motion passed 4-0-0, by the following vote:

**ROLL CALL:**

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

4. **CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN PROGRAM SUPPLEMENT NO. V77**

Director Cesar Roldan presented the item.

**Motion:** Council Member Macias moved to Adopt Resolution No. 2021-04, and Authorize the City Manager to sign the State of California Department of Transportation Program Supplement No. V77 to Administering Agency-State Agreement for State Funded Projects No. 00480S, seconded by Vice Mayor Ortiz, Motion passed 4-0-0, by the following vote:

**ROLL CALL:**

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

## COMMUNITY DEVELOPMENT

### 5. CONSIDERATION OF A RESOLUTION OF THE CITY OF HUNTINGTON PARK AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

Director Sergio Infanzon presented the item.

**Motion:** Vice Mayor Macias, moved to Adopt Resolution No. 2021-01 authorizing application for, and receipt of, local government planning support grant program funds, seconded by Council Member Ortiz, Motion passed 4-0-0, by the following vote:

\*Correction: the agenda reflected an incorrect number of the resolution (2020-59), the correct number (2021-01) was included in the agenda material for this item and approved as such.

#### ROLL CALL:

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

### 6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

Director Sergio Infanzon presented the item.

**Motion:** Vice Mayor Ortiz moved to adopt Resolution No. 2021-02 approving a resolution of the City Council of the City of Huntington Park approving the property Exchange Agreement by and between the City of Huntington Park and RASA, LP transferring title of parking structure property located at 6512 Rugby Avenue to the City of Huntington Park and the reconveyance of tuck-under parking easement to RASA, LP, and authorize the City Manager to execute the Exchange Agreement, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

#### ROLL CALL:

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

## POLICE

### 7. CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST

Chief Cosme Lozano presented the item.

**Motion:** Mayor Avila moved to Consider renewal of the crossing guard services agreement, and determine the length of time of the agreement, and authorize the City Manager to finalize and execute the agreement, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

**PUBLIC HEARING**

**ADMINISTRATION**

**8. PUBLIC HEARING ON THE FISCAL YEAR 2019/2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

City Manager Ricardo Reyes presented the item.

Mayor Avila open the public hearing and City Attorney Araceli Almazan provided instructions to conduct public hearing.

Mayor Avila opened the public hearing for public comments and asked the Acting City Clerk, Sergio Infanzon, if there were any comments from the public; no comments submitted. Mayor Avila closed public hearing.

Motion: Vice Mayor Ortiz moved to Adopt the Fiscal Year 2019/2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD), seconded by Council Member Macias, Motion passed 4-0-0 by the following vote:

ROLL CALL:

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

**DEPARTMENTAL REPORTS** – None

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

**Council Member Martinez** thanked the staff for making sure the council meeting was conducted safely and informed the public that Los Angeles County is providing the covid vaccine for individuals older than 65 years of age. Residents can register through the LA County Website.

**Council Member Macias** thanked staff and all employees and reiterated the importance of vaccination.

**Vice Mayor Ortiz** reminded the community that there is free covid testing at Raul Perez Park, it was extended by one week. Appointments can be done on-line.

**Mayor Avila** wished the best to our new President Joe Biden and Vice President Kamala Harris.

**ADJOURNMENT**

Mayor Avila adjourned the meeting in the name of Marcial Gallardo, father of former Huntington Park Resident and City of Bell Council Member Fidencio Gallardo, to a regular meeting on Tuesday, February 02, 2021 at 7:25 P.M.

Respectfully submitted,

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Sergio Infanzon  
Acting City Clerk

**ITEM NO. 2**



**City of Huntington Park**  
**List of Funds**

<b>Fund</b>	<b>Description</b>
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund



CITY OF HUNTINGTON PARK  
DEMAND REGISTER

WR 2-2-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALBERTO CORTEZ	76527 / 76936	111-00000-228.20-00	P&R RESERVATION REFUND	500.00
	76527 / 76936	111-00000-347.70-00	P&R RESERVATION REFUND	692.00
ALLIED 100, LLC	1811837	111-7022-421.56-41	AED REPLACEMENT BATTERIES	\$1,192.00
ALVAREZ-GLASMAN & COLVIN	2020-10-19650	111-0220-411.32-70	LEGALS SERVICES 10/2020	3,225.96
AMERIGAS	3114958361 404579004	741-8060-431.43-20 741-8060-431.43-20	SRVC CALL PROPANE TANK CREDIT LABOR SRVC CALL	\$3,225.90 \$21,185.80 -140.00
ARAMARK UNIFORM & CAREER APPAREL	586000049641 586000052769	741-8060-431.56-41 741-8060-431.56-41	PW LAUNDRY RENTAL SRVC PW LAUNDRY RENTAL SRVC	\$77.16 109.49 109.49
AT&T MOBILITY	983625860X01142	111-7010-421.53-10	PD WIRELESS PHONES	\$218.98 3,695.50
AT&T PAYMENT CENTER	11/28-12/27/20 17/21-2/6/21 17/21-2/6/21 17/21-2/6/21 17/21-2/6/21 17/21-2/6/21 17/21-2/6/21 17/21-2/6/21	111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	PD PHONE SERVICE CITY WIDE PHONE SERVICES CITY WIDE PHONE SERVICES	\$3,695.50 1,165.34 33.34 33.34 33.34 33.34 33.34 101.45
BLACK AND WHITE EMERGENCY VEHICLES	3812	741-8060-431.43-20	HOUSING ASSEMBLY PD CROWN	151.88
BRINK'S INCORPORATED	3727822 3727823	111-9010-419.33-10 111-9010-419.33-10	BANK TRANSPORT SRVC MONEY PROCESSING 12/2020	\$151.88 464.94 142.01
CALPRIVATE BANK	2490641P835KNF6 2490641P635F26D 2490641P835KNFF 2401339NK02QXV9 2401339PD01V4M4 2405523P22DL5DS 2423168PARBGHD0 2444500PD8PTEVD 2449215P0MJDRDW 2449398PF2MQ47D 2423168PARBGHD0 2449215NLMHFMA4 2449215PDMJDV2H 2420429P9001GRJ	111-0110-411.58-19 111-0110-411.58-24 111-0110-411.58-25 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05	COUNCIL OFFICE SUPPLIES COUNCIL OFFICE SUPPLIES COUNCIL OFFICE SUPPLIES COUNCIL MEETING EXPENSE COUNCIL MEETING EXPENSE COUNCIL OFFICE SUPPLIES COUNCIL MEETING SUPPLIES COUNCIL MEETING EXPENSE COUNCIL MEETING EXPENSE COUNCIL MEETING EXPENSE ADMIN OFFICE SUPPLIES HR INTERVIEW EXPENSE HR INTERVIEW EXPENSE P&R FOOD DISTRIBUTION EVENT	866.76 921.88 921.88 138.17 20.72 65.00 38.73 9.78 134.26 152.07 7.05 37.48 38.59 119.97

CITY OF HUNTINGTON PARK  
DEMAND REGISTER

WR 2-2-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPRIVATE BANK	2420429P9002V8P	111-6020-451.61-35	P&R FOOD DISTRIBUTION EVENT	209.70
	2423168PARBGHDO	111-6020-451.61-35	P&R FOOD DISTRIBUTION EXPENSE	41.15
	24441289P0VYMF1	111-6020-451.61-35	P&R OFFICE SUPPLIES	54.75
	2494301PB09FLT	111-6020-451.61-35	P&R OFFICE SUPPLIES	141.90
CENTRAL BASIN MWD	HP-DEC20	681-8030-461.41-00	POTABLE WATER 12/2020	\$3,919.84
CENTRAL FORD	366568	741-8060-431.43-20	IGNITION SWITCH UNIT # 903	129,493.28
	366622	741-8060-431.43-20	PCV VALVE FOR UNIT # 975	\$129,493.28
	366794	741-8060-431.43-20	OL COOLER FOR UNIT # 912	8.37
CHARTER COMMUNICATIONS	0467069010721	111-7010-421.53-10	PD INTERNET SRVC 1/7/2/6/21	1,650.00
	106964801010121	111-7010-421.53-10	PDICI SYSTEM 1/1/2021	705.75
	0019175010121	111-9010-419.53-10	ADMIN CABLE SRVCS 1/1-1/31/21	34.46
	0511353011921	111-9010-419.53-10	C.H. INTERNET 1/19-2/18/21	194.97
COMMERCIAL TIRE COMPANY	1-164307	741-8060-431.43-20	FLAT REPAIR FOR UNIT # 201	\$2,585.18
	1-164363	741-8060-431.43-20	FLAT REPAIR UNIT # 412	191.32
CONCENTRA MEDICAL CENTERS	14480632	111-2030-413.56-41	ADMIN ANNUAL FEE	191.32
	70042695	111-2030-413.56-41	DOT RECERTIFICATION PHYSICAL	\$382.64
	70167102	111-2030-413.56-41	PD PHYSICAL LEVEL 2	464.00
				\$683.00
CR&R INCORPORATED	0074197	111-8027-431.56-59	WASTE & RECYCLING 1/2021	16,680.00
CREATIVE BUS SALES, INC.	52111740	219-8085-431.43-21	SWITCH ENTRY DOOR BUS # 002	\$16,680.00
	20-237	111-7030-421.56-41	ANNUAL SOFTWARE RENEWAL	305.11
CYNTHIA NORZAGARAY	19205025907	111-6020-451.56-41	P&R EXPENSE REIMBURSEMENT	\$305.11
DAPEER, ROSENBLIT & LITVAK	17487	111-0220-411.32-70	PD LEGAL SRVCS 6/2020	225.20
	18202	111-0220-411.32-70	PD LEGAL SRVCS 12/2020	\$225.20
DATA TICKET INC.	TKST0320	111-7022-421.61-29	PARKING CITES PAPER 3/2020	3,208.30
	112650	111-7065-441.56-41	PUBLIC CITES PROCESS 3/2020	2,411.57
	112408	111-7065-441.61-20	ANIMAL CNTRL CITES 3/2020	31.50
	TKST0320	224-7115-421.74-10	ONE TIME SOFTWARE FEE 3/2020	155.60
DAY WIRELESS SYSTEMS	INV660833	111-7010-421.56-41	PD DB VEHICULAR ADAPTER	9,400.00
	INV660834	111-7010-421.56-41	PD DB VEHICULAR ADAPTER	\$12,004.67
				1,075.49
				1,345.05
				\$2,420.54

CITY OF HUNTINGTON PARK  
DEMAND REGISTER

WR 2-2-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DE LAGE LANDEN	71021345	111-9010-419-44-10	CITY HALL COPIER LEASE 2/2021	2,092.10
DEPARTMENT OF JUSTICE	487083	111-7030-421-56-41	PD FINGERPRINT APPS 12/2020	\$2,092.10
EL GRANERO GRILL, INC.	0007 0008	239-0280-490-51-03 239-0280-490-51-03	EMERG SENIOR MEAL PROGRAM	\$392.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR01012021	219-8085-431-56-45	DIAL-A-SRVCS 1/2021	2,560.00
FAIR HOUSING FOUNDATION	AUGUST 2020 DECEMBER 2020 JULY 2020 NOVEMBER 2020 OCTOBER 2020 SEPTEMBER 2020	239-0272-463-57-87 239-0272-463-57-87 239-0272-463-57-87 239-0272-463-57-87 239-0272-463-57-87 239-0272-463-57-87	HOUSING COUNSELING PRGRM HOUSING COUNSELING PRGRM HOUSING COUNSELING PRGRM HOUSING COUNSELING PRGRM HOUSING COUNSELING PRGRM HOUSING COUNSELING PRGRM	825.23 730.89 764.03 730.95 781.71 830.59
FERGUSON ENTERPRISES INC	9451474	111-8023-451-43-10	PLUMBING SUPPLIES	\$4,663.40
FM THOMAS AIR CONDITIONING INC	42005 42005 42005 42005	111-7024-421-56-41 111-8020-431-56-41 111-8022-419-56-41 111-8023-451-56-41	AC MAINTENANCE 1/2021 AC MAINTENANCE 1/2021 AC MAINTENANCE 1/2021 AC MAINTENANCE 1/2021	140.80 \$140.80 106.89 1247.05
GALLS, LLC	BC1108076 BC1109694 BC1119343 BC1135357	111-7022-421-61-24 111-7022-421-61-24 111-7022-421-61-24 111-7022-421-61-24	PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT	253.09 210.57 686.04 2.73
GLORIA'S RESTAURANT, INC.	10/14 & 10/16 10/21 & 10/23 10/28 & 10/30 10/7 & 10/9/20 11/4 & 11/6/20 9/23 & 9/25/20 9/30 & 10/2/20	239-0280-490-51-03 239-0280-490-51-03 239-0280-490-51-03 239-0280-490-51-03 239-0280-490-51-03 239-0280-490-51-03 239-0280-490-51-03	EMERG SENIOR MEAL PROGRAM EMERG SENIOR MEAL PROGRAM	\$1,152.43 1,340.00 1,160.00 1,160.00 1,280.00 1,180.00 820.00 1,160.00
GOODIES UNIFORMS	2021-33452	111-7022-421-61-24	PD EMPLOYEE UNIFORMS	\$8,100.00
GRAINGER	9772946720 9777942989	741-8060-431-43-20 741-8060-431-43-20	PURCHASE IMPACT WRENCH PURCHASE HANDHELD SPRAYER	308.59 \$308.59 289.26 55.75 \$345.01

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HASA, INC.	727757	681-8030-461.41-00	SODIUM HYPOCHLORITE	275.03
	727758	681-8030-461.41-00	SODIUM HYPOCHLORITE	110.99
	727759	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	728783	681-8030-461.41-00	SODIUM HYPOCHLORITE	85.37
	728784	681-8030-461.41-00	SODIUM HYPOCHLORITE	247.58
	728786	681-8030-461.41-00	SODIUM HYPOCHLORITE	153.67
				<b>\$1,043.39</b>
HOME DEPOT - PUBLIC WORKS	2391037	111-0110-411.66-05	COUNCIL OFFICE EXPENSE	225.00
	6544429	111-6020-451.61-35	P&R SUPPLY	22.02
	7598955	111-6020-451.61-35	P&R SUPPLY	179.65
	7973731	111-6020-451.61-35	P&R SUPPLY RETURN	-65.01
	8900938	111-6020-451.61-35	P&R SUPPLY	65.01
	905000	111-6020-451.61-35	P&R SUPPLY	65.60
	905002	111-6020-451.61-35	P&R SUPPLY RETURN	-21.87
	9201670	111-6020-451.61-35	P&R SUPPLY	21.87
	2054074	111-8022-419.43-10	PW SUPPLY	7.03
	5360052	111-8022-419.43-10	CITY HALL SUPPLIES	182.50
	1972357	111-8095-431.61-50	GRAFFITI PAINT & SUPPLIES	4,350.55
	3391014	535-8016-431.61-45	STREET LIGHTING SUPPLIES	231.03
	7360042	535-8090-452.61-20	LANDSCAPING SUPPLIES	596.52
	7540289	535-8090-452.61-20	LANDSCAPING SUPPLIES	268.76
				<b>\$6,128.66</b>
INDEPENDENT CITIES ASSOCIATION	1021	111-0240-466.64-00	ANNUAL MEMBERSHIP	2,637.99
				<b>\$2,637.99</b>
INFRASTRUCTURE ENGINEERS	25636	111-8030-461.56-42	MSA ANNUAL REPORT 12/2020	19,040.00
	25588	111-8080-431.56-62	ENGINEERING SRVCS 11/2020	9,396.75
	25628	111-8080-431.56-62	ENGINEERING SRVCS 12/2020	16,789.00
	25613	152-6010-451.73-10	HP LINEAR GREENWAY 12/2020	15,000.00
	25614	152-6010-451.73-10	GREENWAY LINEAR PARK12/2020	3,750.00
	25615	202-8080-431.73-10	HAWK SIGNAL PRJCT 12/2020	2,134.20
	25638	202-8080-431.73-10	ATP CYCLE 3 12/2020	8,946.00
	25588	221-8010-431.56-41	ENGINEERING SRVCS 11/2020	5,733.00
	25628	221-8010-431.56-41	ENGINEERING SRVCS 12/2020	5,733.00
	25665	221-8010-431.76-12	ST ENHANCMT PRJCT 12/2020	79,885.31
	25612	222-8010-431.76-02	I-PARK SYSTEM PRJCT 12/2020	940.80
	25588	222-8080-431.56-41	ENGINEERING SRVCS 11/2020	24,503.50
	25628	222-8080-431.56-41	ENGINEERING SRVCS 12/2020	24,503.50
				<b>\$216,355.06</b>
JDS TANK TESTING & REPAIR INC	15512	741-8060-431.43-20	FUEL TANK TESTING 1/2021	135.00
				<b>\$135.00</b>

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JESSENIA GAMBOA	74375 / 76934	111-0000-228.20-00	P&R RESERVATION REFUND	500.00
	74375 / 76934	111-0000-347.70-00	P&R RESERVATION REFUND	1,053.00
JOEL GORDILLO	JANUARY 2021	111-1010-411.56-41	VIDEOGRAPHER 1/2021	\$1,553.00
				1,650.00
KNIGHTSCOPE, INC.	259	229-0210-421.44-10	K-5 SRVC DOWNTIME CREDIT	\$1,650.00
	272	229-0210-421.44-10	K-5 SRVC DOWNTIME CREDIT	-774.19
	372	229-0210-421.44-10	K-5 SRVC DOWNTIME CREDIT	-1,333.33
	491	229-0210-421.44-10	K-5 SRVC SUBSCRIPTION	-2,169.86
	507	229-0210-421.44-10	K-5 SRVC SUBSCRIPTION	8,000.00
	536	229-0210-421.44-10	K-5 SRVC SUBSCRIPTION	8,000.00
	569	229-0210-421.44-10	K-5 SRVC SUBSCRIPTION	8,000.00
				<b>\$21,722.62</b>
KONICA MINOLTA BUSINESS SOLUTIONS	270500714	111-0110-411.43-05	COUNCIL COPIER 12/2020	105.22
	270500717	111-0110-411.43-05	COUNCIL COPIER 10/1-12/31/20	54.65
	270500714	111-0210-413.43-05	ADMIN COPIER 12/2020	105.22
	270500717	111-0210-413.43-05	ADMIN COPIER 10/1-12/31/20	54.65
	270500181	111-7010-421.44-10	PD DETEC COPIER 12/2020	298.91
	270500185	111-7010-421.44-10	PD DETEC COPIER 10/1-12/31/2020	1,316.10
	270500436	111-7010-421.44-10	PD RECORDS COPIER 12/2020	379.63
	270500441	111-7010-421.44-10	PD REC COPIER 10/1-12/31/20	531.88
	270500515	111-7010-421.44-10	PD ADM COPIER 12/2020	210.44
	270500519	111-7010-421.44-10	PD ADM COPIER 10/1-12/31/20	299.62
	270500606	111-7010-421.44-10	PD PATROL COPIER 12/2020	210.44
	270500608	111-7010-421.44-10	PD PATROL 10/1-12/31/20	297.56
	270500706	111-7010-421.44-10	PD RECORDS COPIER 12/2020	298.91
	270500710	111-7010-421.44-10	PD RECORDS 10/1-12/31/20	122.70
	270500718	111-7010-421.44-10	PD COPIER 12/2020	66.64
	270500802	111-7010-421.44-10	PD COPIER 12/2020	139.36
	270500805	111-7010-421.44-10	PD COPIER 10/1-12/31/20	391.06
	270500246	111-9010-419.43-15	REV COPIER LSE 10/1-12/31/20	122.57
	270500619	111-9010-419.43-15	FIN COPIER LSE 10/1-12/31/20	464.30
LA COUNTY SHERIFF'S DEPT	203936BL	121-7040-421.56-41	PD INMATE MEAL SRVC 6/2020	<b>\$5,469.86</b>
LAN WAN ENTERPRISE, INC	71170	111-7010-421.61-20	PD ADM WIRELESS KEYBOARD	403.58
LANGUAGE LINE SERVICES INC	4931127	111-7040-421.56-41	OVER THE PHONE INTERPRETATION	<b>\$95.07</b>
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 1/2021	501.12
				<b>\$50.12</b>
				28.90
				<b>\$28.90</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOS ANGELES CONSERVATION CORPS	2020-1522-1	152-6010-451.73-10	MULCH HP GREENWAY LINEAR	32,523.00
MARINA LANDSCAPE	1004	681-0000-228.30-00	FIRE HYDRANT METER REFUND	\$32,523.00
MARINA LANDSCAPE, INC	8	152-6010-451.73-10 681-8030-461.76-08	HP GREENWAY PRJCT 12/2020 HP GREENWAY PRJCT 12/2020	553.98
MARX BROS FIRE EXTINGUISHER CO INC.	E31419	111-7024-421.56-41	PD ANNUAL INSPECTION	\$553.98
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/21-12/17/20	681-8030-461.62-20 681-8030-461.62-20 681-8030-461.62-20	FREEDOM PARK HP/ARROGATION FREEDOM PARK/HUNTINGTON P FREEDOM PARK/SPLASH PAD	257,515.37 127,222.18
MEDICAL DIAGNOSTIC LABORATORY,LLC	12201851	111-9010-490.61-60	EMPLOYEES COVI-19 TESTING	\$384,737.55
MERRIMAC ENERGY GROUP	2210048	741-8060-431.62-30	FUEL PURCHASE	145.50
MONTANOS TEST ONLY	32491 32497	741-8060-431.43-20 741-8060-431.43-20	SMOG CHECK FOR UNIT # 345 SMOG CHECK FOR UNIT # 192	\$145.50
	32507	741-8060-431.43-20	SMOG CHECK FOR UNIT # 354	635.08
	32558	741-8060-431.43-20	CREDIT FOR INVOICE 32507	279.38
	32559	741-8060-431.43-20	SMOG CHECK FOR UNIT # 955	140.08
	32560	741-8060-431.43-20	SMOG CHECK FOR UNIT # 882	\$1,054.54
	32561	741-8060-431.43-20	SMOG CHECK FOR UNIT # 961	850.00
MUNICIPAL WASTE SOLUTIONS	1025 1030 1027 1026	285-8050-432.56-41 285-8050-432.56-41 287-8055-432.54-00 287-8057-432.54-00	HAULER COMPLIANCE/REVIEW HAULER COMPLIANCE/REVIEW BEVERAGE CONTAINER GRANT USED OIL RECYCLING GRANT	\$850.00
NACHO'S LOCK & KEY SERVICE	017145 017108 017109	111-8022-419.43-10 111-8024-421.43-10 741-8060-431.43-20	INSTALL HEAVY DOOR CLOSER REKEY PD ARMORY ROOM SPARE KEYS FOR UNIT # 192	\$2,695.00 804.60 145.00 15.00
NAPA AUTO PARTS	032006 050246	741-8060-431.43-20 741-8060-431.43-20	HARNESS REBUILD CREDIT TIRE CHANGER REPAIR	\$964.60 -510.26 750.08
NATIONAL JUSTICE CONSULTANTS,INC	20-067-022	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS	\$239.82
NATIONWIDE ENVIRONMENTAL SERVICES	31359	111-8030-461.56-42	CATCH BASIN CLEAN 11/2020	4,800.00
				17,027.64
				\$17,027.64

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NCM AUTOMOTIVE	HP3029	741-8060-431.43-20	REPAIRS TO UNIT # 976	1,212.05
	HP3030	741-8060-431.43-20	COMPLETE SIDE DÉCAL'S	493.87
NCM CARWASH	10038	741-8060-431.43-20	CARWASH SRVCS 12/2020	\$1,705.92
NEW CHEF FASHION INC.	990874	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	92.61
NORTH STAR LAND SCAPE LLC	1601-136	535-8090-452.56-60	TREE TRIMMING SRVCS 12/2020	\$92.61
				99.20
				\$99.20
OREILLY AUTO PARTS	2959-337359	219-8085-431.43-21	BRAKE CALIPER BUS # 003	52,329.00
	2959-337360	219-8085-431.43-21	BRAKE CLEANER & SCREWS	\$52,329.00
	2959-337940	219-8085-431.43-21	WHEEL NUTS FOR BUSES	32.91
	2959-340521	219-8085-431.43-21	LEFT REAR BRAKE CALIPER	33.60
	2959-340523	219-8085-431.43-21	BRAKE PADS FOR BUSES	81.07
	2959-334402	741-8060-431.43-20	ENGINE OIL ADDITIVE	937.43
	2959-334722	741-8060-431.43-20	HEAD LIGHT BULBS	211.55
	2959-334774	741-8060-431.43-20	FLOOR MATS UNIT # 985	62.47
	2959-335112	741-8060-431.43-20	BLOWER MOTOR RESISTOR	22.04
	2959-335342	741-8060-431.43-20	SHOP SUPPLIES	20.88
	2959-337618	741-8060-431.43-20	RADIATOR WATER PUMP #346	1,095.47
	2959-338439	741-8060-431.43-20	FACE MASKS SHOP SUPPLY	758.49
	2959-338481	741-8060-431.43-20	TENSIONER UNIT # 346	58.32
	2959-338516	741-8060-431.43-20	IDLER PULLEY UNIT # 346	38.74
	2959-338822	741-8060-431.43-20	HOOD SUPPORT UNIT # 229	16.33
	2959-340643	741-8060-431.43-20	SPRAY BOTTLE SHOP SUPPLY	31.11
	2959-340675	741-8060-431.43-20	RADIATOR FOR UNIT # 912	19.82
				157.92
ONYX PAVING COMPANY, INC	20493R	111-0000-206.00-00	ZOE AVE RETENTION RELEASE	\$3,699.22
				15,220.99
OSUNA SINALOA AUTO GLASS CORP	1000900	741-8060-431.43-20	BACK WINDOW TINT # 349	\$15,220.99
PACIFIC PRODUCTS & SERVICES LLC	27978A	221-8012-429.61-20	MATERIAL STREET SIGNS	159.50
PARS	47236	111-9010-419.56-41	PARS ARS FEE 11/30/2020	\$159.50
PENSKE CHEVROLET	256462	741-8060-431.43-20	SWITCH FOR UNIT # 192	214.99
PETER E. ZOELLER	FEB-MARCH 2021	239-0280-490.51-05	HOUSING-6921 STAFFORD # A	\$45.62
PILGRIM FENCE CO	36944	111-8024-421.43-10	PURCHASE HOG RINGS	1,500.00
				142.07
				\$142.07

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PTM DOCUMENT SYSTEMS, INC	0077582	111-3010-415.61-20	VARIOUS PAYROLL TAX FORMS	699.00
PURCHASE POWER	JANUARY 2021	111-7040-421.56-41	PD POSTAGE FEES	548.67
QDOXS	IN33636 IN33636 IN33636	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	PW COPIER 1/18-2/17/21 PW COPIER 1/18-2/17/21 PW COPIER 1/18-2/17/21	37.26 37.26 37.28
REFRIGERATION SUPPLIES DISTRIBUTOR	1546767-00	111-8020-431.43-10	WATER DEPT A/C MINI SPLIT	1,369.13
SIERRA DISPLAY, INC	25704	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	149.03
SOUTHERN CALIFORNIA EDISON	12/8/20-1/7/21 12/7/20-1/6/21 12/8/20-1/7/21 11/25-12/2/20 12/7/20-1/6/21	111-7024-421.62-10 111-8010-415.62-10 221-8014-429.62-10 535-8016-431.62-10 535-8016-431.62-10	SRVC AT 6542 & 6538 MILES SRVC VARIOUS PARKING LOTS SRVC AT 55TH ST/ PACIFIC SRVC AT 3220 OLIVE STREET SRVC AT 6621 WILSON AVE	4,660.01 641.21 49.18 46.66 58.58
SOUTHERN CALIFORNIA NEWS GROUP	0011426501 0011431549	111-1010-411.54-00 111-1010-411.54-00	CLERK'S PUBLICATION CLERK'S PUBLICATION	1,168.00 186.05
SPARKLETT'S	19438227 011321	111-7010-421.56-41	PD WATER DELIVERY SRVC	\$1,354.05
ST FRANCIS, LLC.	1661086	221-8014-429.56-41	T. SIGNAL MAINTENANCE 12/2/2020	448.75
STANDARD GLASS & MIRROR	2001	111-8023-451.43-10	REPLACE WINDOW	\$448.75
STAPLES ADVANTAGE	8060851732 8060851732 8060851732 8060851732 8060851732 8060851732	111-0110-411.61-20 111-6010-451.61-20 111-6020-451.61-35 111-6030-451.61-35 111-7010-421.61-20 111-7030-421.61-20 111-9010-490.61-60	COUNCIL OFFICE SUPPLIES P&R OFFICE SUPPLIES P&R OFFICE SUPPLIES P&R OFFICE SUPPLIES PD ADMIN OFFICE SUPPLIES PD INVEST OFFICE SUPPLIES COVID-19 SUPPLIES	37.15 122.91 127.82 17.09 136.43 218.22 241.20
STAR2STAR COMMUNICATIONS LLC	SUBC00005512	111-9010-419.53-10	VOIP SRVCS 1/3/21-2/2/21	\$900.82
SUPERION, LLC	298153 305145 304091 304218	111-9010-419.33-10 111-9010-419.33-10 111-9010-419.43-15 111-9010-419.43-15	CLICK2GOV3-OCTOBER 2020 CLICK2GOV3-DECEMBER 2020 FINANCIAL SYSTEM 12/2020 FINANCIAL SYSTEM 1/2021	11,242.66 150.00 12,274.48 12,274.48
				\$24,848.96

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THE GAS COMPANY	12/9/20-1/9/21	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	289.81
	12/9/20-1/9/21	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	235.18
	12/9/20-1/9/21	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	1,061.10
	12/9/20-1/9/21	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	445.06
				<b>\$2,031.16</b>
TRI-TECH FORENSICS INC	384095	111-9010-490.61-60	PD COVID-19 SUPPLIES	578.75
TYCO FIRE & SECURITY US MANAGEMENT	35371317	111-7010-421.56-41	PD SECURITY 2/1-4/30/21	578.75
				<b>\$578.75</b>
U.S. ARMOR CORPORATION	30619	111-7022-421.61-24	PD BULLET PROOF VEST	4,609.91
	31126	111-7022-421.61-24	PD BULLET PROOF VEST	383.49
	30619	233-7010-421.74-10	PD BULLET PROOF VEST	343.10
	31126	233-7010-421.74-10	PD BULLET PROOF VEST	383.49
				<b>\$4,609.91</b>
UNDERGROUND SERVICE ALERT OF SO CAL	1220200131	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	1,453.17
	DSB20197054	221-8014-429.56-41	STATE REGULATORY FEE	194.80
				<b>\$1,453.17</b>
UPS	000F911X6021	111-7010-421.61-20	PD SHIPPING CHARGES	106.43
				<b>\$106.43</b>
VALLEY BUSINESS PRINTERS, INC	55319	111-0210-413.56-41	NEWSLETTER SUMMER 2020	17.21
				<b>\$17.21</b>
VERIZON WIRELESS	9871412752	111-0110-411.53-10	COUNCIL CELL 12/17-1/16/21	1,320.12
	9871412752	111-0210-413.53-10	ADMIN CELL 12/17-1/16/21	1,320.12
	9871412752	111-3010-415.53-10	FIN CELL 12/17-1/16/21	1,320.12
	9871412752	111-6010-419.53-10	P&R CARD MONITOR 12/17-1/16/21	1,320.12
				<b>\$1,320.12</b>
VISION SERVICE PLAN-CA	811199411	111-0000-217.50-30	VISION PLAN SRVC 1/2021	277.20
				<b>\$277.20</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S117214225.001	535-8016-431.61-45	WIRE STREET LIGHT REPAIR	150.89
				<b>\$150.89</b>
WATER REPLENISHMENT DISTRICT OF	2378-NOV 2020	681-8030-461.41-00	WATER ASSESSMENT 11/2020	61.44
				<b>\$61.44</b>
WESTERN EXTERMINATOR COMPANY	7144C	111-7024-421.56-41	EXTERMINATOR SRVCS 12/2/2020	218.43
	7144C	111-8020-431.56-41	EXTERMINATOR SRVCS 12/2/2020	218.43
	7144C	111-8022-419.56-41	EXTERMINATOR SRVCS 12/2/2020	218.43
	7144C	111-8023-451.56-41	EXTERMINATOR SRVCS 12/2/2020	218.43
	7144C	535-8090-452.56-60	EXTERMINATOR SRVCS 12/2/2020	218.43
				<b>\$708.01</b>
WM CORPORATE SERVICES, INC	0008793-22546-9	111-6010-451.76-05	SOIL REMOVAL SRVC 8/2020	252.62
				<b>\$252.62</b>
WATERS WHOLESALE ELECTRIC COMPANY	S117214225.001	535-8016-431.61-45	WIRE STREET LIGHT REPAIR	639.60
				<b>\$639.60</b>
WATER REPLENISHMENT DISTRICT OF	2378-NOV 2020	681-8030-461.41-00	WATER ASSESSMENT 11/2020	76,766.72
				<b>\$76,766.72</b>
WESTERN EXTERMINATOR COMPANY	7144C	111-7024-421.56-41	EXTERMINATOR SRVCS 12/2/2020	50.00
	7144C	111-8020-431.56-41	EXTERMINATOR SRVCS 12/2/2020	67.50
	7144C	111-8022-419.56-41	EXTERMINATOR SRVCS 12/2/2020	49.00
	7144C	111-8023-451.56-41	EXTERMINATOR SRVCS 12/2/2020	92.50
	7144C	535-8090-452.56-60	EXTERMINATOR SRVCS 12/2/2020	139.50
				<b>\$398.50</b>
WM CORPORATE SERVICES, INC	0008793-22546-9	111-6010-451.76-05	SOIL REMOVAL SRVC 8/2020	320,511.10
				<b>\$320,511.10</b>

CITY OF HUNTINGTON PARK  
DEMAND REGISTER

WR 2-2-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
XEROX FINANCIAL SERVICES	2417549	111-8020-431.43-05	PW COPIER LEASE 12/17-1/16/21	59.98
	2417549	285-8050-432.43-05	PW COPIER LEASE 12/17-1/16/21	59.98
	2417549	681-8030-461.43-05	PW COPIER LEASE 12/17-1/16/21	60.00
				\$179.96
				\$1,566,932.82

**ITEM NO. 3**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

February 2, 2021

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Master Cooperative Agreement ("Agreement") with the Los Angeles County Metropolitan Transportation Authority for the design, construction, operation, and maintenance of a portion of the West Santa Ana Branch Transit Corridor project, and;
2. Authorize the City Manager to execute the Agreement, subject to approval by the Los Angeles County Metropolitan Transportation Authority.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Los Angeles County Metropolitan Transportation Authority ("Metro") is preparing for the development of a new light-rail transit line, the West Santa Ana Branch ("WSAB") Transit Corridor project ("WSAB Project"). As part of the WSAB Project, the City of Huntington Park will collaboratively develop with Metro two light-rail stations within our jurisdiction located at: 1) Florence Avenue & Salt Lake Avenue, and 2) Pacific Boulevard & Randolph Street. Additionally, there will be a third light-rail station on Slauson Avenue in Unincorporated Los Angeles County which our City will share with the County in cost and use (i.e. construction and maintenance) in accordance with Metro half-mile guidelines.

This 19-mile WSAB Project intends to connect Southeast Los Angeles County to downtown Los Angeles, serving the cities and communities of Los Angeles, Unincorporated Florence-Graham, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos, and Artesia. The overall project area is home to approximately 1.2 million residents. This rail corridor is anticipated to serve commuters in a high travel demand region by providing relief to the limited transportation systems currently available to these communities. In addition, the WSAB Project is expected to provide a direct connection to Metro's C and A (formerly "Green" and "Blue") lines.

# **CONSIDERATION AND APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

February 2, 2020

Page 2 of 4

The WSAB is being partially funded by Measure M. Per Measure M and Metro's Long Range Transportation Plan (LRTP) financial forecast, as amended, the project has a \$ 4 billion allocation of funding (comprised of Measure M and other local, state, and federal sources. Measure M funding becomes available in two cycles:

- FY 2028 - \$1 billion
- FY 2041 - \$3 billion

The current project cost is estimated to be \$6.5 - \$6.6 billion contingent upon further project design, coordination with freight railroad and Port with Right-of-Way ("ROW"), and development of First/Last mile plans and costs.

Measure M indicates that an early project completion may be made possible through a Public-Private Partnership ("P3") delivery method. A P3 with a comprehensive delivery approach is being pursued as a part of a strategy for accelerating a significantly increased project scope by 2028 in preparation of the 2028 Summer Olympics to be held in Los Angeles.

Currently, the WSAB Project is undergoing an Environmental Impact Statement ("EIS")/ Environmental Impact Report ("EIR") process to prepare the corridor for this light-rail transit.

The following is the current WSAB Project Schedule:

• Draft EIS/EIR Release:	Early 2021
• LPA Selection:	Mid 2021
• First/Last Mile (FLM) Planning:	Following LPA Selection
• P3 RFQ:	Following LPA Selection
• Final EIR Certification:	Late 2021
• Record of Decision (ROD):	Late 2021
• P3 RFQ:	Following Final EIR
• Groundbreaking:	2023

## **Master Cooperative Agreement**

The construction of the WSAB Project will require extensive review by our City. As such, a Master Cooperative Agreement is needed between Metro and the City on how the two will work together to deliver the WSAB Project before groundbreaking in 2023. The Agreement establishes the following:

- Process for cities to be paid for the project-related work
- Basis to start construction on enabling works, which will expedite project construction and reduce construction risk
- Process to provide review and approval of design documents

# **CONSIDERATION AND APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

February 2, 2020

Page 3 of 4

Additionally, areas of the MCA address construction activities including:

- Project description
- Scope, phases, and schedule
- Roles and responsibilities
- Contractual packages
- City facility rearrangements
- Betterments
- Reimbursement and credits
- Resolution of disputes
- Metro and P3 roles and responsibilities
- Definitions and interpretations

It is important to note that the MCA does not relieve Metro or its contractor(s) from the requirements of submitting all plans, documents, fees, and reports for review and comment before obtaining City approval prior to the start of any construction activity within the ROW.

Metro staff met with the City on numerous occasions over the last year to review the MCA and discuss City concerns. The attached final MCA for the City Council's approval has been reviewed by the City's administration, City Attorney, Community Development Director, and Director of Public Works.

To ensure we keep with the project timeline, we are recommending to the City Council the approval of Attachment A: Master Cooperative Agreement.

## **LEGAL AND PROGRAM REQUIREMENTS**

This Agreement is a legally binding agreement between Metro and our City to begin enabling works for the WSAB. The Agreement does not bind the City to agreement on the scope of any betterments, advanced design decisions, any related First/Last Mile projects, or the 3% Local Contribution called for by Measure M for all major rail transit capital projects. Each of these will be a part of separate agreements. The exact terms and conditions of the Agreement are outlined in Attachment A: Master Cooperative Agreement.

## **FISCAL IMPACT/FINANCING**

There is no financial impact associated with the approval of this agreement.

## **CONCLUSION**

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF MASTER COOPERATIVE AGREEMENT  
WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

February 2, 2020

Page 4 of 4



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

**ATTACHMENT(S)**

1. Attachment A: Master Cooperative Agreement

**ATTACHMENT A**



**MASTER COOPERATIVE AGREEMENT FOR THE DESIGN,  
CONSTRUCTION AND OPERATION AND MAINTENANCE OF A  
PORTION OF THE WEST SANTA ANA BRANCH (WSAB) PROJECT**

**BETWEEN**

**THE CITY OF HUNTINGTON PARK**

**AND**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**[INSERT DATE]**

**EFFECTIVE DATE**

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This Agreement is entered into by and between the City of Huntington Park (the "City"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

## RECITALS

- (A) LACMTA proposes to develop and open a new light rail transit line known as the West Santa Ana Branch Transit Corridor Project (as more fully defined in Article 11 (Definitions and Interpretation), the "WSAB Project"). As at the date of this Agreement, the WSAB Project is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process.
- (B) The WSAB Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the WSAB Project and in particular the City Portion of the WSAB Project.
- (C) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between them in connection with the development and implementation of the WSAB Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

## ARTICLE 1. SCOPE AND DURATION

### 1.1 Scope of Agreement

- (a) The City has acknowledged the WSAB Project as a high priority public works project to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the WSAB Project and/or this Agreement.
- (b) The Parties have entered into this Agreement to:
  - (i) acknowledge the intended scope, schedule and site for the WSAB Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
  - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of costs between LACMTA and the City, in respect of the design, construction, operation and maintenance of the WSAB Project as it relates to the City Portion and any Rearrangements.
- (c) LACMTA may procure the design, construction, operation and maintenance of the WSAB Project, including the City Portion, under multiple procurements and contract packages and may self-perform parts of the design, construction, operation and maintenance of the WSAB Project, including the City Portion. As at the date of this Agreement, LACMTA contemplates:
  - (i) procuring the performance of the Enabling Works by one or more LACMTA Contractors under one or more contractual packages;
  - (ii) procuring the P3 Project Scope by a LACMTA Contractor under a design, build, finance, operate and maintain agreement; and
  - (iii) retaining responsibility for performance by LACMTA or LACMTA Contractors of the LACMTA Retained Scope.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage the LACMTA Contractor(s) to carry out Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement

provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor.

- (e) The City acknowledges and agrees that LACMTA may change the contracting and procurement strategy and plan for the WSAB Project, including the City Portion, described in Section 1.1(c) (Scope of Agreement) in its sole discretion. The City further acknowledges that as at the date of this Agreement, the WSAB Project is in the Planning and Procurement Phase and LACMTA may elect: (i) not to proceed with the WSAB Project; or (ii) to amend the scope of the WSAB Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of any changes to its contracting and procurement strategy or to the scope of the WSAB Project that has or is reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City.

## 1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the WSAB Project commences, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance) (the "Term").

# ARTICLE 2. GENERAL OBLIGATIONS

## 2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities).
- (b) The City and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "City Representative" and "LACMTA Representative", respectively). EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing seven days' prior Notice to the other Party.
- (c) LACMTA may establish Working Groups in relation to the WSAB Project or particular aspects of the WSAB Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the WSAB Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the WSAB Project. On LACMTA's written request, the City shall ensure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Working Group meeting held with respect to the City Portion during normal business hours and upon reasonable notice. Any Working Group meeting attended by the City Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
  - (i) affect the rights or obligations of either Party under this Agreement;
  - (ii) entitle a Party to make any claim against the other;
  - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;

- (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
- (v) be construed as a direction by a Party to do or not do anything.

## 2.2 Annual Work Plan

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
  - (i) not later than February 28 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 days after the date of this Agreement), LACMTA shall provide the City with information with respect to anticipated Work Orders, including a list of each item of work or scope of activities or services that LACMTA anticipates to request or require from the City during the upcoming LACMTA Fiscal Year, and the estimated start and finish dates for the item of work or scope of activities or services that LACMTA anticipates to request or require from the City;
  - (ii) within 30 days after the City's receipt of the required information from LACMTA pursuant to Section 2.2(a)(i) (Annual Work Plan), the City shall submit a preliminary annual work plan to LACMTA for the upcoming LACMTA Fiscal Year, which will include an estimate of the Costs under the anticipated Work Orders for which the City shall require reimbursement;
  - (iii) promptly and in any event within 15 days' after LACMTA receives the preliminary annual work plan from the City pursuant to Section 2.2(a)(ii) (Annual Work Plan), the City and LACMTA will meet to review the preliminary work plan and negotiate in good faith such issues as are necessary in order to finalize and agree the annual work plan for the upcoming LACMTA Fiscal Year; and
  - (iv) not later than April 30 of the then current LACMTA Fiscal Year, LACMTA shall notify the City of the agreed annual work plan for the upcoming LACMTA Fiscal Year (each such agreed annual work plan, an "Annual Work Plan").
- (b) Section 2.3(e) (Work Orders) shall apply notwithstanding that the Parties may agree an Annual Work Plan setting out the schedule of anticipated Work Orders.

## 2.3 Work Orders

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to that scope of work.
- (b) Upon LACMTA's approval of a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) (Work Orders), LACMTA will issue a Work Order to the City for such scope of work.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (d) The City shall accept a Work Order issued in accordance with the provisions of this Agreement promptly and without delay (and in any case within ten days of issuance by LACMTA) by counter-signing the Work Order or otherwise by written acceptance by the City Representative, followed by commencement of the work under the Work Order.

- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or the City Portion or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.
- (f) Except in the case of a change required due to an emergency (which notification may be given orally before being confirmed in writing within three days), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall promptly notify LACMTA if at any time it anticipates:
  - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
  - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
  - (iii) that the estimated finishing date will be later than the date stated in the Work Order,

and shall request an amendment to such Work Order pursuant to Section 2.3(f) (Work Orders).

#### 2.4 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders.
- (b) If the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to the City, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the WSAB Project, the City must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. The City shall pay such costs to LACMTA within 90 days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment(s) due to the City.
- (c) Without limiting any other rights under this Section 2.4, if: (i) the City fails to carry out any work for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order; or (ii) LACMTA reasonably determines that the City will be unable to timely complete such work, LACMTA may by Notice to the City suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement.
- (d) To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

#### 2.5 Permits

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.

- (b) Without prejudice to Section 2.5(a) (Permits):
  - (i) the City will issue a blanket Permit Notification to cover the City Portion;
  - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for, any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
  - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
  - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit Costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
- (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third party approval relating to or arising from, the design, construction, operation or maintenance of the City Portion.
- (e) Without prejudice to the generality of Section 2.5(d) (Permits), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld), plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, their subsequent maintenance or alteration and their operation, for submission to the CPUC. To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Construction of the City Portion.

## 2.6 Coordination of Work

- (a) The City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
  - (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Works;
  - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
  - (iii) if LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion, suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).
- (b) The City will, and will ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:

- (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
  - (A) attending interface definition and coordination meetings upon reasonable request; and
  - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
- (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the WSAB Project;
- (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
- (iv) promptly advise LACMTA of all matters arising out of the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect upon the City Portion or any other part of the WSAB Project.

## 2.7 **Franchise Rights**

- (a) After receipt of a written request from LACMTA for the City to exercise its franchise rights with respect to a utility whose facilities conflict with the City Portion, the City will:
  - (i) within ten days of receipt of such written request, coordinate with LACMTA to send written notice to the applicable utility owner instructing it to relocate or remove the conflicting utility at that utility owner's expense pursuant to the City's franchise rights;
  - (ii) within the time periods required under the applicable local, state and/or federal government codes, send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights with respect to that conflicting utility (including, at a minimum, a utility claim letter, record of investigations, draft utility agreements and/or utility certifications); and
  - (iii) undertake subsequent enforcement actions to enforce its franchise rights with respect to that conflicting utility in the event no action is taken by the applicable utility owner in response to a notice issued under Section 2.7(a) (Franchise Rights).
- (b) LACMTA and the City shall co-operate and coordinate in executing the necessary documents for each step set out in Section 2.7(a) (Franchise Rights).
- (c) Following the exercise of the City's franchise rights with respect to a conflicting utility pursuant to Section 2.7(a) (Franchise Rights), the City will coordinate the design and performance of the utility relocation or removal work performed by the utility owner with LACMTA so that such utility relocation or removal work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including:
  - (i) delivering copies of all designs and plans for the utility relocation or removal work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the utility relocation or removal work and to approve the final designs and plans for the utility relocation or removal work; and
  - (ii) otherwise complying with Section 2.6 (Coordination of work) with respect to the coordination of the utility relocation or removal work.
- (d) LACMTA's approval of a utility owner's design under Section 2.7(c)(i) (Franchise Rights) will not relieve the relevant utility owner or its contractors from professional liability (errors and omissions) as

the design engineer of record for any utility relocation or removal work performed by the utility owner or its contractors.

#### **2.8 Governmental and Lender Requirements**

If the WSAB Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with the terms and conditions set out in EXHIBIT 11 (Governmental and Lender Requirements) and any additional prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

#### **2.9 Access**

If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

#### **2.10 Discretions**

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

### **ARTICLE 3. DESIGN**

#### **3.1 Design Responsibilities**

- (a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

#### **3.2 Design Requirements**

The Designs of the Rearrangements shall comply with the requirements set out in EXHIBIT 5 (Design Requirements).

#### **3.3 Design Review Procedure**

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.

- (b) The City will carry out the review and approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.
- (c) LACMTA is exempt from submitting any Design for Construction work within the City Rights-of-Way to the City for City's review and approval where:
  - (i) LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains the structure or physical element; or
  - (ii) the work is related to utility trenching and shoring within OSHA guidelines and the relevant LACMTA Contractor is OSHA certified.

and without prejudice to the foregoing, the City further acknowledges that as between LACMTA and the City, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the WSAB Project (whether or not situated within the City Rights-of-Way) including the ADA and in the case of its obligations under the ADA to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice.

### 3.4 Design Development

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the detailed scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and:
  - (i) with respect to the Design for any Rearrangements that are part of the Enabling Works, LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design; and
  - (ii) with respect to the Design for any Rearrangements that are part of the P3 Project Scope, the P3 Developer will have responsibility for defining the Packages as part of its design management plan for the P3 Project Scope.

### 3.5 City Standards

- (a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the WSAB Project.
- (b) The City shall promptly (and in any case within 15 days' of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.
- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement.

### 3.6 Changes to Design

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 6 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.
- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended Final Design for Construction prior to approval by the City if and only if the amendment to the Final Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

## ARTICLE 4. CONSTRUCTION

### 4.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b) (Construction Responsibilities), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform Construction work with respect to a Rearrangement and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

### 4.2 Construction Requirements

The Construction of the Rearrangements and any other Construction work performed in the City Rights-of-Way in connection with the WSAB Project shall comply with the requirements set out in EXHIBIT 7 (Construction Requirements).

### 4.3 Rights-of-Way

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is permitted to use City Rights-of-Way to the same extent those rights and privileges relating to City Rights-of-Way are granted to the City.
- (b) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement shall be located in existing public rights-of-way. The required rights-of-way shall be acquired so as not to impair the Project Schedule. If the City cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (c) Upon reasonable request by LACMTA, the City shall provide all such reasonable assistance as may be required for LACMTA to obtain the right-of-way necessary to construct the City Portion. Without prejudice to the generality of the foregoing and to Section 4.3(a) (Rights-of-Way), the City shall consider requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any street crossings, slivers, surface easements and temporary construction easements that may be required for

Construction and/or operation of the WSAB Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule.

- (d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies.
- (e) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license, in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

#### 4.4 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 8 (Inspection and Acceptance Procedure).

### **ARTICLE 5. BETTERMENTS**

- 5.1 The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. In addition:
  - (a) any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form and submitted for LACMTA's review and approval; and
  - (b) if a City comment to a LACMTA Submittal constitutes a Betterment, LACMTA will notify the City and within 10 days of delivery of that notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. If the City fails to respond within 10 days of a notice delivered by LACMTA under this Section 5.1(b), the comment will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.
- 5.2 Subject to Section 5.1(b) (Betterments), the City shall submit any Potential Notice of Betterment Forms to LACMTA promptly after identifying a potential Betterment and in any event shall, unless otherwise agreed by LACMTA, deliver all Potential Notice of Betterment Forms to LACMTA prior to the establishment of the Basis of Design for the P3 Project Scope.
- 5.3 No Betterment shall be constructed and LACMTA shall have the right to refuse and withhold approval for any Betterment, that:
  - (a) is incompatible with the WSAB Project;
  - (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
  - (c) is requested after the establishment of the Basis of Design for the P3 Project Scope.
- 5.4 If LACMTA approves a Betterment (with or without changes negotiated and agreed by LACMTA and the City):

- (a) the LACMTA Representative shall counter-sign the Potential Notice of Betterment Form (updated to include any changes negotiated and agreed by LACMTA and the City); and
- (b) the City will be responsible for the cost of the Betterment.

5.5 LACMTA shall not be responsible for the cost of any Betterment. Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).

## ARTICLE 6. OPERATION AND MAINTENANCE

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase or to enter into a new master cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1 (Operation and Maintenance), the Parties shall use good faith efforts to agree an amendment or supplement to this Agreement or to agree a new master cooperative agreement to address the Parties respective obligations during the operation and maintenance of the WSAB Project and the procedures and cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the operation and maintenance of the WSAB Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 (Operation and Maintenance) shall be on terms that are substantially consistent with:
  - (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phase of the WSAB Project); and
  - (b) the agreed operation and maintenance principles set out in EXHIBIT 9 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 (Operation and Maintenance) shall be finalized and documented in accordance with Section 10.7 (Amendments).

## ARTICLE 7. REIMBURSEMENT AND CREDITS

- 7.1 **Reimbursements to the City**
  - (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
  - (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
  - (c) As described in EXHIBIT 1 (Project Description), LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of the WSAB Project. LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.

(d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City under a Work Order:

- (i) the City shall commence its monthly billing within no more than 60 days, following the commencement of work under a specific Work Order and shall bill monthly thereafter following the City's standard billing procedures;
- (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, and other data, to LACMTA upon request;
- (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 7;
- (iv) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and
- (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements to the City), LACMTA may notify the City in writing that the 60 day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 days to submit its final invoice. If the City fails to submit an invoice within such 30 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable closed out Work Order.

(e) On completion of the Construction of the City Portion, LACMTA will issue a Notice of closeout to the City. Within 90 days of receiving such Notice, the City must issue invoices to LACMTA for all outstanding work. If the City fails to submit an invoice not previously submitted within such 90 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable invoice.

## 7.2 Reimbursements and Credits to LACMTA

(a) LACMTA shall receive a credit, or payment for:

- (i) salvage for items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use;
- (ii) Betterments upon acceptance of physical work where:
  - (A) the amount of the Betterment payment shall be based upon the estimated cost of the Replacement Facility less the estimated cost of the Conflicting Facility; and
  - (B) the amount of a Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by the City and agreed to by LACMTA under a Potential Notice of Betterment Form; and

- (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
  - (A) the "Expired Service Life Value" shall be equal to the depreciated value of the Conflicting Facility, which value is calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility; and
  - (B) the Expired Service Life Value shall be calculated in accordance with Section 7.2(a)(iii)(A) (Reimbursements and Credits to LACMTA) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
  - (i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order; and
  - (ii) payment from the City for salvage, costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work invoiced and paid in accordance with this Article 7.
- (c) The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data. In addition, LACMTA and the City may conduct an inspection survey of a Conflicting Facility during the Design Development process. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders).
- (d) Where LACMTA is due a payment under this Article 7:
  - (i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work and shall bill monthly thereafter following LACMTA's standard billing procedures;
  - (ii) LACMTA shall provide supporting documents to demonstrate the costs incurred by LACMTA, including LACMTA Contractor invoices, and other data, to the City upon request;
  - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid;
  - (iv) the final billing, with a notation that all applicable work has been performed, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid; and
  - (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements and Credits to LACMTA), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to its submit final invoice. If LACMTA fails to submit an invoice within such 30

day period, then the City shall have no further obligation for payment to LACMTA with regard to any amounts due or payable under the applicable work.

### 7.3 Payment of Billings

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 60 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

## ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

### 8.1 Indemnity

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a) (Indemnity). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.

### 8.2 Warranty

- (a) In lieu of providing a bond, LACMTA warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect for a period of two years following City acceptance. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to City Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA.
- (b) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after acceptance of the work that any work performed by them shall be free from defect. Subject to Section 8.2(a) (Warranty), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.

### 8.3 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:

- (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds; and
- (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability.

(b) Each Party must:

- (i) give the other Party 20 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;
- (ii) give the other Party 20 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
- (iii) notify the other Party within five days if it receives a Notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

## ARTICLE 9. RESOLUTION OF DISPUTES

### 9.1 Attempt to Resolve

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall make good faith efforts to resolve the Dispute through negotiation.

### 9.2 Arbitration – No Work Stoppage

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 22 days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 22 days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a qualified neutral third party to arbitrate with regard to the Dispute ("Neutral Arbitrator") to form a three-person panel. If either Party fails to designate its arbitrator within 22 days (or longer period as agreed) of delivery of the demand or if the two designated arbitrators are unable to select the Neutral Arbitrator within five days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a) (Arbitration – No Work Stoppage). The arbitrator's award shall follow promptly the hearing's conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

**9.3 Arbitration – Work Stoppage**

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

**9.4 Impartiality of Arbitrator**

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Section 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

**9.5 Compensation of the Arbitrator**

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

**9.6 Other Provisions**

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

**9.7 Incorporation of Subcontracts**

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

**ARTICLE 10. MISCELLANEOUS**

**10.1 Force Majeure**

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to

mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual costs of such acceleration.

#### 10.2 Existing Agreements

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the City and LACMTA or to which LACMTA has become or does become a successor either by assignment or by operation of law.

#### 10.3 Audit and Inspection; Maintenance of Records

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards at all times during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

#### 10.4 Notices

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

**To the City:**

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

With a copy to:

Noel Tapia, the City Attorney the City of Huntington Park  
[ ]

With a copy to:

Cesar Roldan, Director of Public Works  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

**To LACMTA:**

Mr. Richard Clarke, Chief Program Manager  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 16th Floor  
Los Angeles, California 90012  
Facsimile No.: (213) 922-7382  
Attn: Eduardo Cervantes or John Koo, Third Party Administration

With a copy to:

Deputy Executive Officer, Project Management  
Engineering and Construction Division  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 24th Floor  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_, Deputy County Counsel

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 22nd Floor – Real Estate  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: John Potts, Executive Officer, Metro Real Estate

(b) Any Notice sent personally will be deemed delivered upon receipt, and any notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a) (Notices)). All Notices (including by email communication) delivered after 5:00 p.m. PST will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday.

**10.5 Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

**10.6 Waiver**

(a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.

(b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

**10.7 Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

**10.8 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

**10.9 Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

**10.10 Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**10.11 Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

**10.12 Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

**ARTICLE 11. DEFINITIONS AND INTERPRETATION**

**11.1 Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

**"Abandon"** means the permanent termination of service, or the removal of an existing City Facility or portion of it.

**"ADA"** means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

**"Adjacent Work"** means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of the City

Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

**"Advanced Conceptual Engineering"** means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

**"Agreement"** means this agreement and any schedules, exhibits, attachments and annexures to it.

**"Annual Work Plan"** means an annual work plan prepared and agreed by LACMTA and the City in accordance with Section 2.2 (Annual Work Plan).

**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

**"Basis of Design"** means:

- (a) for those Rearrangements that are identified by LACMTA as being part of the Enabling Works (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the approval (or deemed approval) by the City under the provisions of this Agreement of the 60% Design Documentation for those Rearrangements; and
- (b) for those Rearrangements that are identified by LACMTA as being part of the P3 Project Scope (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the scope, specifications and requirements (including the requirements of the final EIR/EIS) that form the basis of the request for proposal issued by LACMTA for the P3 Project Scope.

**"Betterment"** means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or
- (b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the WSAB Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 5 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);

- (iii) measures to mitigate environmental impacts identified in the WSAB Project's Final Environmental Impact Report or Statement and any supplemental environmental reports for the WSAB Project;
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design.

**"City"** is defined in the Preamble. "City" shall also refer to any City owned or operated "water" and/or "power" departments.

**"City Construction Work"** means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Contractor"** means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

**"City Design Work"** means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Facility"** means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbour facilities are not included in this definition.

**"City Maintenance Work"** means any maintenance work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the terms of this Agreement.

**"City Municipal Code"** means the Huntington Park Municipal Code.

**"City Portion"** means that portion of the WSAB Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B of EXHIBIT 3 (Project Site).

**"City Representative"** is defined in Section 2.1(b) (Governance).

**"City Rights-of-Way"** means the public streets, highways, bridges, parks and other public right-of-way within the City as defined in Section 9-2.1501 of the City Municipal Code.

**"City Standards"** means the City's design standards and ordinances specified in EXHIBIT 5 (Design Requirements) which govern the design of all Rearrangements.

**"Compliance Comment"** means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or

(b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal.

**"Conflicting Facility"** means an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the WSAB Project.

**"Construction"** means all construction activities related to the City Portion that are necessary to complete and operate and maintain the WSAB Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

**"Construction Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Construction Staging Plan"** has the meaning given in EXHIBIT 7 (Construction Requirements).

**"Cost"** means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs include allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

**"CPUC"** means the California Public Utilities Commission.

**"days"** means, unless otherwise stated and whether or not capitalized, calendar days.

**"Design"** means all activities related to the design, redesign, engineering or architecture of any Construction work.

**"Design Development"** means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third party interfaces that are intended to form the basis for the Final Design.

**"Design Documentation"** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

**"Design Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Dispute"** is defined in Article 9 (Resolution of Disputes).

**"Effective Date"** means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

**"EIR/EIS"** means the Environmental Impact Report/Environmental Impact Statement for the WSAB Project completed pursuant to the California Environmental Quality Act and National Environmental Policy Act.

**"Enabling Works"** means those elements of the WSAB Project scope that LACMTA intends to procure under separate contract package(s) to the P3 Project Scope, as described in Part B of EXHIBIT 1 (Project Description).

**"Engineer of Record"** means the individual, firm or entity that performs the Design, that imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

**"Expired Service Life Value"** is defined in Section 7.2(a)(ii)(A) (Reimbursements and Credits to LACMTA).

**"Final Design"** means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

**"Force Majeure Event"** means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

**"Form 60"** means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of EXHIBIT 10 (Forms).

**"Governmental Approval"** means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

**"Governmental Entity"** means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency,

authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

"**LACMTA**" is defined in the Preamble.

"**LACMTA Contract**" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"**LACMTA Contractor**" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"**LACMTA Fiscal Year**" means each one year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"**LACMTA Representative**" is defined in Section 2.1(b) (Governance).

"**LACMTA Retained Scope**" means the WSAB Project scope elements for which LACMTA intends to retain responsibility, as described in Part B of EXHIBIT 1 (Project Description).

"**LACMTA Submittal Review Period**" means, for each LACMTA Submittal, a period of 30 days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"**LACMTA Submittals**" means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Construction Management Plans for Construction work performed by LACMTA or a LACMTA Contractor within the City Rights-of-Way; and
- (c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City in accordance with this Agreement.

"**Neutral Arbitrator**" is defined in Section 9.2(a) (Resolution of Disputes).

"**Non-conforming Work**" means Design work or Construction work not in accordance with the requirements of this Agreement.

"**Notice**" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"**Operation and Maintenance Phase**" means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

"**P3 Developer**" means the LACMTA Contractor that is awarded the P3 Project Scope.

"**P3 Project Scope**" means those elements of the WSAB Project scope that LACMTA intends to procure under a design, build, finance, operate and maintain agreement, as described in Part B of EXHIBIT 1 (Project Description).

"**Package**" means each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

**"Parties"** means collectively the City and LACMTA, and each a **"Party"**.

**"Permit Notification"** means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

**"Planning and Procurement Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Potential Notice of Betterment Form"** means the form set out in Part B of EXHIBIT 10 (Forms).

**"Project Right-of-Way"** means the permanent right-of-way for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

**"Project Schedule"** means the schedule for the WSAB Project including the City Portion set out in Part B of EXHIBIT 2 (Project Phases and Project Schedule).

**"Project Site"** means, collectively, the Project Right-of-Way and each temporary construction easement for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

**"Rearrangement"** means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the WSAB Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the WSAB Project; or
- (b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the WSAB Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary as a result of the impact of the construction, operation or maintenance of the WSAB Project.

**"Replacement Facility"** means a facility, which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

**"Temporary Facilities"** means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

**"Term"** is defined in Section 1.2 (Duration of Agreement).

**"Traffic Control and Lighting Work"** has the meaning given in EXHIBIT 5 (Design Requirements).

**"Traffic Management Plan"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

**"Work Order"** means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the WSAB Project and the associated purchase of required materials.

**"Working Group"** means each working group established pursuant to Section 2.1(c) (Governance).

**"WSAB Project"** means the design, construction, operation and maintenance of a light rail transit system known as the West Santa Ana Branch Transit Corridor, as more fully described in EXHIBIT 1 (Project Description).

## 11.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:
  - (i) headings are for convenience only and do not affect interpretation;
  - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
  - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
  - (iv) subject to Section 11.2(a)(v) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
  - (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
  - (vi) a reference to a person includes such person's permitted successors and assigns;
  - (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
  - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively;
  - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and
  - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

MARY C. WICKHAM,  
County Counsel

By: \_\_\_\_\_  
Teddy Low  
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, a California county  
transportation authority existing under the Authority of  
§§ 130050.2 *et seq.* of the California Public Utilities  
Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM

[Insert name and title]

By: \_\_\_\_\_  
Noel Tapia  
the City Attorney

"CITY"

The City of Huntington Park,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
the City Clerk

**EXHIBIT 1 – PROJECT DESCRIPTION****Part A: WSAB Project**

The WSAB Project is a new 19-mile light rail transit (LRT) line that will connect southeast LA County to downtown Los Angeles, serving the cities and communities of Artesia, Cerritos, Bellflower, Paramount, Downey, South Gate, Cudahy, Bell, Huntington Park, Vernon, unincorporated Florence-Graham community of LA County and downtown Los Angeles. The project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the LA County average. This rail corridor is anticipated to serve commuters in a high travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to the Metro Green Line, Metro Blue Line and the LA County regional transit network. The WSAB Project involves a shared corridor of approximately 10 miles of freight-owned ROW that runs along the Wilmington and La Habra Branches (owned by Union Pacific Railroad, UPRR) and the San Pedro Subdivision (owned by the Ports of LA and Long Beach).

The main goals of the WSAB Project are to:

1. Provide mobility improvements
2. Support local and regional land use plans and policies
3. Minimize environmental impacts
4. Ensure cost effectiveness and financial feasibility
5. Promote equity

**Part B: Anticipated Contractual Packages**

As at the date of this Agreement, the Enabling Works, P3 Project Scope and LACMTA Retained Scope are anticipated to comprise of the following scope elements:

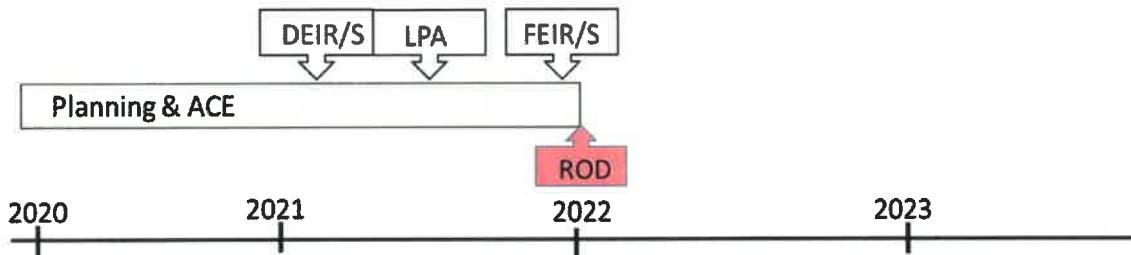
Enabling Works	LACMTA Retained Scope	P3 Project Scope
<ul style="list-style-type: none"> <li>• Advanced utility relocation</li> <li>• Freight relocation</li> <li>• Grade crossings <ul style="list-style-type: none"> <li>- Civil and Striping</li> <li>- Drainage</li> <li>- Utilities</li> <li>- Traffic Control</li> <li>- Signal (Freight Preemption only)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Right-of-way acquisition</li> <li>• Supply and installation of fare collection equipment and all fare collection activities</li> <li>• Security and enforcement activities, with limited exceptions (such as at maintenance storage facilities)</li> <li>• Art installation</li> <li>• Bike hubs and/or lockers</li> <li>• Environmental site assessment including identification of potential or existing contamination or hazardous materials through soil borings</li> </ul>	<ul style="list-style-type: none"> <li>• Design and construction of the WSAB Project (including all stations, vehicles, light rail track, systems and maintenance storage facilities), other than those scope elements that are defined as part of the Enabling Works or that are LACMTA Retained Scope</li> <li>• The operation of all train services and performance of all other operating functions for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li> </ul>

	<p>and review of publicly available information</p> <ul style="list-style-type: none"><li>• Geotechnical investigations</li><li>• Remediation of hazardous materials (if any)</li></ul>	<ul style="list-style-type: none"><li>• All asset management and maintenance activities for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li></ul>
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## EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

**Part A: Phases**

As at the date of this Agreement, the phasing and time periods for the early phasing is anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

**Enabling Works****P3 Project Scope**

PHASE	KEY ACTIVITIES
Planning & Advanced Conceptual Engineering	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>Preparation of the draft EIR/EIS and the final EIR/EIS</li> <li>Approval by LACMTA Board of the locally preferred alternative (LPA)</li> <li>Preparation of Advanced Conceptual Engineering (15%) for the WSAB Project</li> <li>Certification of the final EIR by the LACMTA Board</li> <li>FTA issuance of the Record of Decision</li> <li>Preparation of the Mitigation Monitoring and Reporting Plan (MMRP)</li> </ul>
Enabling Works & Engineering Procurement	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>Engineering and Design Development for the Enabling Works by LACMTA and the LACMTA Contractors (including any Rearrangements included within that Enabling Works scope) through to Final Design</li> <li>Working with third parties to obtain third party approvals for the Enabling Works, including CPUC, United Pacific Railroad and Caltrans</li> <li>Procurement of LACMTA Contractor(s) to perform the Enabling Works</li> </ul>
Enabling Construction	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>Construction of Enabling Works (including any related Rearrangements)</li> </ul>

PHASE	KEY ACTIVITIES
P3 Project Procurement	<p>Scope: Key activities include:</p> <ul style="list-style-type: none"> <li>• Definition of the scope, specifications and requirements for the P3 Project Scope</li> <li>• Procurement of the P3 Developer to perform the P3 Project Scope (a two-stage procurement process including a request for qualifications and a request for proposal phase is anticipated)</li> </ul>
P3 Project Design Build	<p>Scope: Key activities include:</p> <ul style="list-style-type: none"> <li>• Design Development for the P3 Project Scope by the selected P3 Developer through to Final Design</li> <li>• Construction of the P3 Project Scope (including any related Rearrangements) by the P3 Developer</li> <li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li> <li>• Testing, trial running and certification of revenue service availability</li> </ul>
Operation Maintenance	<p>and</p> <p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Operation of passenger service on the WSAB Project by the P3 Developer</li> <li>• Maintenance of the WSAB Project by the P3 Developer</li> <li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li> </ul>

#### **Part B: Project Schedule**

*[Latest Project Schedule to be inserted prior to execution]*

**EXHIBIT 3 – PROJECT SITE**

**Part A: WSAB Project Site**



**Part B: City Portion**

*[Map of the location of the City Portion to be inserted prior to execution]*

**EXHIBIT 4 – ROLES AND RESPONSIBILITIES****Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

<b>LACMTA Representative</b>	LACMTA Program Management or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
<b>City Representative</b>	City Manager or his/her designee

**Part B: Summary of Key Roles and Responsibilities**

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>General</b>	Performing its retained obligations and ensuring that the LACMTA Contractors (including the P3 Developer) comply with the provisions of this Agreement	During the term of its LACMTA Contract with LACMTA, performing LACMTA's responsibilities under this Agreement other than Cost reimbursement and those obligations specifically retained by LACMTA and excluded from the P3 Project Scope	Performing all of City's obligations under this Agreement and ensuring that all City Contractors comply with the provisions of this Agreement
<b>Planning and Advanced Conceptual Engineering</b>	Managing the planning process and preparing all environmental documents including the EIR/EIS  Preparing Advanced Conceptual Engineering for the WSAB Project	Not applicable	Providing support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion
<b>Enabling Works: Engineering &amp; Procurement</b>	Preparing and submitting the Design for Enabling Works to the City to the extent required by this Agreement, up to and including Final Design stage  Preparing the procurement documents and managing the procurement for the Enabling Works	Not applicable	Reviewing and approving Designs submitted to it in accordance with agreed procedures  Performing any other Design-related obligations under any Work Orders  Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>Enabling Works: Construction</b>	Monitoring progress and performance of the LACMTA Contractor(s) responsible for Enabling Works	Interfacing and coordinating with the LACMTA Contractor(s) responsible for the Enabling Works	Performing its Construction-related obligations under any Work Orders  Coordinating Adjacent Work, City Construction Work and City Maintenance Work
<b>P3 Project Scope: Procurement</b>	Preparing the procurement documents and managing the procurement for the P3 Project Scope	Submitting its proposal in accordance with the procurement documents	To the extent requested by LACMTA, reviewing the scope, specifications and requirements for any Rearrangements included within the P3 Project Scope
<b>P3 Project Scope: Design Build</b>	Reviewing Designs prepared by the P3 Developer and ensuring that such Designs are submitted to the City to the extent required by this Agreement  Performing and/or ensuring that LACMTA Contractors perform the LACMTA Retained Scope  Monitoring progress and performance of the P3 Developer's Construction work	Defining its design management plan for the design of the P3 Project Scope  Submitting Design Packages in accordance with the terms of its LACMTA Contract with LACMTA and its design management plan, and submitting such Designs to the City to the extent required by this Agreement, up to and including Final Design stage  Performing the Construction work required to be performed under the P3 Project Scope in accordance with the Final Designs, approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement	Reviewing and approving Designs submitted to it in accordance with agreed procedures  Performing any other Design-related obligations under any Work Orders  Performing its Construction-related obligations under any Work Orders  Coordinating Adjacent Work, City Construction Work and City Maintenance Work
<b>Operation and Maintenance</b>	Performing or ensuring that LACMTA Contractors perform the LACMTA Retained Scope  Monitoring performance of the P3 Developer's operation and maintenance work	Performing the operation and maintenance work required to be performed under the P3 Project Scope in accordance with the approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement (including any amendment or supplement or new agreement entered into under <u>Article 6 (Operation and Maintenance)</u> ) and coordinating maintenance	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under <u>Article 6 (Operation and Maintenance)</u> ) and coordinating maintenance

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
		under <u>Article 6 (Operation and Maintenance)</u> )	work and Adjacent Work with LACMTA and the P3 Developer

#### Part C: Issue Resolution Ladder

The following City staff or its designees shall be responsible for coordinating among the applicable City departments and divisions as necessary to make the designated decision or approval.

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works, Designated Project Manager or Designated Representative	Spearhead council approval of all work outside of normal working hours including any night work variances, holiday work restrictions, police & fire department requests, peak hours exemptions, and other requests with potential short-term impacts to the community (i.e. revised detours, temporary full street closures, revised haul routes)	LACMTA Chief Program Manager
Director of Public Works, City Engineer, or Designated Representative	Approve all final Construction plans and related documents as required by this Agreement.  Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters.  CA Professional Engineer Registration	LACMTA Senior Executive Officer over Designated Project Manager
City Public Works Construction Department Head or Designated Representative	Provide Construction support as specified in this Agreement  Manage assigned resources and coordinate interactions between the City and LACMTA and the LACMTA Contractors as it relates to Construction support.  Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.	LACMTA Designated Project Manager level (Executive Officer or Deputy Executive Officer) or Designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or Designated Representative	Oversee and coordinate all plan reviews as specified in this Agreement  Manage and coordinate interaction of the City with LACMTA and the LACMTA Contractors as it relates to Design review and comment resolution.  Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements.  Skilled in change management and expedited approvals.	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, and LACMTA Third Party Admin Dept Project Lead (Civil)

City Traffic Engineer or Designated Representative	Approve all worksite traffic control plans and any final design documents pertaining to both permanent and temporary traffic controls (signals, striping, WATCH lane closures, MUTCD restrictions, lighting, etc. )	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, LACMTA Third Party Admin Dept Project Lead (Civil) and TE consultants.
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## EXHIBIT 5 – DESIGN REQUIREMENTS

### 1. GENERAL DESIGN CRITERIA

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this EXHIBIT 5 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards.

### 2. CITY STANDARDS

The Parties agree that the following comprise the "**City Standards**" for the purposes of this Agreement:

- (a) *[To agree with the City and insert prior to execution]*

### 3. SPECIFIC DESIGN REQUIREMENTS FOR REARRANGEMENTS

- 3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed.
- 3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees in the Project Site, which are not being removed by LACMTA, shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced by LACMTA, if the City elects and right-of-way is available. Replacement work shall be in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.
- 3.3 **Traffic Control Devices and Lighting Systems.** If a Rearrangement requires the removal and reinstallation, or modification of existing or installation of new traffic control devices or lighting systems ("Traffic Control and Lighting Work"), then LACMTA must obtain the City's approval of LACMTA's Design for the Traffic Control and Lighting Work (which consent may not be unreasonably delayed or withheld).
- 3.4 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facilities or the City Rights-of-Way must be removed to accommodate the WSAB Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to effect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.
- 3.5 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

### 4. PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City:

- (i) in Packages in accordance with the schedule under the applicable design management plan defined by LACMTA and/or the applicable LACMTA Contractor and notified to the City (as may be updated and notified to the City from time to time); and
- (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;

(b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement and highlights any material amendments made since any earlier submittal of that Design Documentation;

(c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and

(d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.

**EXHIBIT 6 – LACMTA SUBMITTAL REVIEW PROCEDURE**

**1. GENERAL**

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where reasonably possible, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.
- 1.2 The procedures set out in this EXHIBIT 6 will govern all LACMTA Submittals to the City pursuant to this Agreement.

**2. REVIEW PROCEDURE**

- 2.1 The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within ten days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably) that the LACMTA Submittal submitted is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such ten-day period, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.
- 2.2 The City shall (or must require that the relevant City Contractor) within the LACMTA Submittal Review Period:
  - (a) review the LACMTA Submittal; and
  - (b) notify LACMTA and the relevant LACMTA Contractor (if applicable) that it:
    - (i) approves the LACMTA Submittal; or
    - (ii) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix (provided by LACMTA) and shall be accompanied by an annotated LACMTA Submittal (if applicable).
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the LACMTA Submittal review process set out in this EXHIBIT 6 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the submittal / shop drawing review schedules specified in any standards referenced in this Agreement.

**3. GROUNDS FOR OBJECTION OR COMMENT**

- 3.1 The City will only be entitled to reject a LACMTA Submittal under Article 2 (Review Procedure) of this EXHIBIT 6 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.
- 3.2 If the City rejects a LACMTA Submittal in accordance with Article 2 (Review Procedure) of this EXHIBIT 6, LACMTA must (or must require that the relevant LACMTA Contractor):
  - (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or
  - (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

- 3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.
- 3.4 The City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

**4. NO COMMENCEMENT OF CONSTRUCTION WORK**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon a LACMTA Submittal until LACMTA (or a LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 6 and:

- (a) within seven days of receiving a Notice from LACMTA (or the relevant LACMTA Contractor (as applicable)) that the City failed to respond to a LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or
- (b) the City has notified LACMTA (and the relevant LACMTA Contractor (as applicable)) that it approves such LACMTA Submittal.

## EXHIBIT 7 – CONSTRUCTION REQUIREMENTS

### 1. GENERAL REQUIREMENTS

- (a) Any Construction work for any Rearrangements or the City Portion to be performed within the City Rights-of-Way shall be performed in accordance with:
  - (i) in the case of any Rearrangements, the approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement);
  - (ii) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards;
  - (iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
  - (iv) all other Construction requirements set out in this EXHIBIT 7 or otherwise under the provisions of this Agreement and any relevant Work Order (if applicable).
- (b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notifications to the affected communities prior to and during Construction complying with the approved final EIR/EIS documents.

### 2. EXTENDED WORKING HOURS

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's ordinances limiting work hours and including holiday or weekend working) may be necessary to facilitate Construction and operation of the City Portion. The Parties will agree such working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree such change.

### 3. HAULAGE ROUTES

The Parties will agree haulage routes reasonably necessary to facilitate Construction and operation of the City Portion. If a change is required to an agreed haulage route, the Parties will negotiate in good faith to agree such change.

### 4. INTERRUPTIONS

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of the City services. The Parties will agree a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.
- (b) LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

### 5. CONSTRUCTION STAGING PLANS

#### 5.1 General Requirements

- (a) LACMTA or the LACMTA Contractors shall develop a construction staging plan ("Construction Staging Plan") for any Construction work to be performed within the City Rights-of-Way.

- (b) The City acknowledges that the Construction work to be performed by LACMTA or the LACMTA Contractors within the City Rights-of-Way is intended to be performed progressively under multiple contractual packages and the Construction Staging Plans described in this EXHIBIT 7 may, therefore, be prepared for each contractual package or for a portion of such Construction work.
- (c) A Construction Staging Plan shall provide, among other things, for:
  - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
  - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans;
  - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

## 5.2 Specific Requirements – Street Lighting Systems

LACMTA or the LACMTA Contractors shall develop street lighting Construction Staging Plans, which shall provide, among other things, for:

- (a) the safety and security at night time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and
- (b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

## 5.3 Specific Requirements – Traffic Management Plan

- (a) LACMTA and the City may agree that a street, highway, bridge or the other City Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the WSAB Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans.
- (b) WATCH Manual page references shall be acceptable as a form of traffic control plans and submittal.
- (c) The City's traffic department staff involved in the review and approval process shall facilitate the City's internal approvals regarding peak hour exemptions, holiday moratoriums, changes to existing parking restrictions in the work zone, night work, and noise variances.

## 5.4 Review and Implementation of Construction Staging Plans

- (a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).

- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).
- (c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been either approved (or deemed approved) under EXHIBIT 6 (LACMTA Submittal Review Procedure).

## 6. WORK IN STREETS

### 6.1 General Requirements

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other City Rights-of-Way. Accordingly, LACMTA shall give the City ten days' advance written Notice where Construction work is to be performed in the City Rights-of-Way.
- (b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the City Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be comprised by such work.
- (c) If LACMTA or a LACMTA Contractor fails to perform any Construction work within the City Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

### 6.2 Traffic Control and Lighting

LACMTA must provide the City prior Notice before conducting the Traffic Control and Lighting Work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption.

### 6.3 City Communication Facilities

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

## 7. TEMPORARY AND PERMANENT STREET CLOSURES

Upon notification of a proposed temporary or permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and shall establish the necessary conditions for the closures.

## 8. TEMPORARY FACILITIES

### 8.1 LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the WSAB Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

**8.2 CITY FACILITIES**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

**9. UNDERGROUND SERVICE ALERT**

Prior to any commencement of underground work by either Party, an "Underground Service Alert" shall be notified in accordance with California law by such Party or its contractor.

**10. ENVIRONMENTAL CONTROLS**

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

**11. SALVAGED MATERIALS**

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

**12. AS-BUILT DRAWINGS**

12.1 LACMTA and the City shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and the City, respectively, during Construction. Red line mark-ups for temporary lighting systems, traffic signal systems, and other the City Facilities shall be submitted to the City and LACMTA within 15 days after completion of Construction. All Design changes shall be documented on RFI/RFC forms. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 75 days after completion of such work for each set of plans.

12.2 LACMTA and the City agree to provide the other with electronic files and full size paper hard copies of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

**EXHIBIT 8 – INSPECTION AND ACCEPTANCE PROCEDURE**

**1. INSPECTION DURING CONSTRUCTION**

- 1.1 Each Party shall give the other Party at least ten days' Notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by the City provided that any such inspection carried out by the City (directly or through a City Contractor) shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (City Standards) of this Agreement, the City Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.3 (Work Orders) of this Agreement. If City inspection services are authorized under a Work Order, the City shall (or must require that the relevant City Contractor):
  - (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
  - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements or new City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work;
  - (c) ensure that all City inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
  - (d) remove and replace any inspector seven days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by the City or a City Contractor pursuant to a Work Order agreed under the provisions of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 48 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 The City shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.

**2. ACCEPTANCE PROCEDURE**

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within 10 days of receipt of a Notice under Section 2.1 (Acceptance Procedure) and within five days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 The City shall accept all Rearrangements that are in conformance with the City Standards.

**3. INDEPENDENT ENGINEER**

The City acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this EXHIBIT 8 to an independent engineer appointed under the terms of any LACMTA Contract.

**EXHIBIT 9 – OPERATION AND MAINTENANCE PRINCIPLES**

**1. PRIMARY RESPONSIBILITIES**

- 1.1 LACMTA (directly or through the LACMTA Contractors, including in particular the P3 Developer) will be responsible for the operation and maintenance of the WSAB Project including the City Portion (and including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the City Rights-of-Way as part of the WSAB Project and on the Project Site or otherwise on a LACMTA-owned right of way).
- 1.2 The City (directly or through the City Contractors) will be responsible for:
  - (a) the maintenance of all City Facilities within the City Rights-of-Way including trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, lights, signals, City loops, striping, signage, irrigation, bio swales and landscape;
  - (b) operation of the traffic signal system within the jurisdiction and control of the City; and
  - (c) maintenance of all low impact development water and storm drain mitigation measures constructed within the City Rights-of-Way.

**2. TRAFFIC SIGNALS**

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software on the City Portion without notification to and coordination with LACMTA.

**3. MAINTENANCE OF THE CITY PORTION**

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the City streets and conform to all of the City's permitting requirements for the submittal, review, and approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license in accordance with the City Use of Public Property Permit Process and Application and Requirements For Traffic Control Plans. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance to the California Manual on Uniform Traffic Control Devices. All City staff costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

**4. UTILITY CONTRACTS**

In the event the City enters into a contract with private utility companies such as Southern California Edison for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the WSAB Project, LACMTA shall similarly procure separate license and cooperative agreements with such private utilities. Further, if the City owns and operates its own "power" department and the WSAB Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the WSAB Project and future operations shall be provided with the highest level priority consistent with other state-wide designated essential facilities.

## EXHIBIT 10 – FORMS

## Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Home office address				
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.				
1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost
2.		0.00	\$0.00	\$0.00
3.		0.00	\$0.00	\$0.00
4.		0.00	\$0.00	\$0.00
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>		<b>TOTAL DIRECT LABOR</b>
6.	<b>Labor Overhead (O/H)</b>	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>
7.		0%		\$0.00
8.				<b>TOTAL LABOR OVERHEAD</b>
9.	Direct Material			<b>Est. Cost</b>
10.	a. Purchase Parts			\$0.00
11.	b. Subcontracted items			\$0.00
12.	c. Other			\$0.00
13.				<b>TOTAL DIRECT MATERIAL</b>
14.	Equipment	Unit Cost		<b>Est. Cost</b>
15.		\$0.00		\$0.00
16.		\$0.00		\$0.00
17.				<b>TOTAL EQUIPMENT</b>
18.	Subcontractors*			<b>Est. Cost</b>
19.				\$0.00
20.				\$0.00
21.				\$0.00
22.				<b>TOTAL SUBCONTRACTORS</b>
23.				<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)</b>
24.	Other Direct Costs			<b>Est. Cost</b>
25.				\$0.00
26.				\$0.00
27.				\$0.00
28.				<b>TOTAL OTHER DIRECT COSTS</b>
29.	Travel			<b>Est. Cost</b>
30.	a. Transportation			\$0.00
31.	b. Per Diem or Subsistence			\$0.00
32.				<b>TOTAL TRAVEL</b>
33.	General and Administrative Expense	Rate %	% x Line 23	
34.		0%		\$0.00
35.				<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSE</b>
36.				<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>
37.	Profit/Fee	Total Labor and Overhead (line 5 + line 8)	Rate %	% x Total Labor and Overhead
38.			0%	\$0.00
39.				<b>TOTAL FEE</b>
40.				<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>
				\$0.00

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount									
42.					\$0.00									
43.					\$0.00									
44.					\$0.00									
45.					<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>	<b>\$0.00</b>								
<p>* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.</p>														
<p>46. Fill in applicable sections only</p> <p>47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.</p>														
48.a. Agency Name/Address			48.b. Individual to contact/Telephone Number											
<p>49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.</p> <p>50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.</p>														
<p><b>51. CERTIFICATE</b></p> <p>The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.</p>														
<p><b>52. CERTIFICATE OF CURRENT COST OR PRICING DATA</b></p> <p>This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____ * are accurate, complete and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.</p>														
<p>53. This proposal as submitted represents our best estimates and/or actual costs as of this date.</p>														
54. Type Name and Title of Authorized Representative			Signature		Date***									
55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)												
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.												
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).												
<p>Form 60 Attachments (Applicable if Box is checked)</p> <table border="1"> <tr> <td></td> <td>Scope of Work Expanded Description for which Cost Estimate is based on:</td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </table>								Scope of Work Expanded Description for which Cost Estimate is based on:	1		2		3	
	Scope of Work Expanded Description for which Cost Estimate is based on:													
1														
2														
3														

4	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
	The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:
1	
2	
3	
4	
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:
1	
2	
3	
4	
<b>FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:</b>	
<b>1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST</b>	

**Part B: LACMTA “Potential Notice of Betterment” Form**

The Word file of the latest version of this form is available upon request from LACMTA’s assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on City’s letterhead may be submitted to the TPA Representative with the following required information:

1. Scope: Describe in detail with reference to applicable sections of this Master Cooperative Agreement, City Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:

- (a) Scope is not per agreed City Standards or a legal requirement.
- (b) Scope added after establishment of the applicable Basis of Design.
- (c) Scope is not endorsed by LACMTA as a WSAB Project requirement.
- (d) Scope is not identified in the EIR or amendments.
2. Detailed Justification: Why does City believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
3. Cost Estimate: Use Metro Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
4. City’s Agreement: City agrees that scope is a Betterment and provides separate funding. The source of funds must be specified, City approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether City will commit to provide adequate front funding for cash-flow must be made.
5. Signatures: The form shall provide a signature block with 2 signatures from City Representatives agreeing to the information provided.
6. LACMTA Signatures: The form signature block area shall provide for LACMTA to countersign with 2 LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

**EXHIBIT 11 – GOVERNMENTAL AND LENDER REQUIREMENTS**

**1. AUDIT AND INSPECTION**

The City shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable Notice of such requirements to the City). The City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on the WSAB Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by the City, its contractors and subcontractors under any Work Order issued to the City for the WSAB Project or Rearrangements of the City Facilities related thereto, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto, and (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable Notice of such later date to the City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this EXHIBIT 11, the City represents and warrants that such records are accurate and complete. The City further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as reasonably may be required. The City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

**2. INTEREST OF MEMBERS OF CONGRESS**

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**3. PROHIBITED INTERESTS**

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and the City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of the City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

**4. EQUAL EMPLOYMENT OPPORTUNITY**

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

**5. DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, the City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

**6. PRIOR APPROVAL**

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

**7. NON-DISCRIMINATION**

Without limiting any other provision of this EXHIBIT 11, the City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by federal, state or local authority.

**8. BUY AMERICA**

If the City performs any City Construction Work under a Work Order, the City must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If the City performs any City Construction Work under a Work Order, the City shall incorporate the Buy America conditions set forth in every contract or purchase order entered into with a City Contractor in respect of such City Construction Work and shall enforce such conditions.

**ITEM NO. 4**





# CITY OF HUNTINGTON PARK

## Police Department City Council Agenda Report

February 2, 2021

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 TO ACCEPT REIMBUSHABLE GRANT FUNDING IN THE AMOUNT OF \$70,199 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2018 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

**IT IS RECOMMENDED THE CITY COUNCIL:**

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$70,199 in account number 230-0000-335.30-70; and
2. Approve a budget appropriation in the amount of \$70,199 to account number 230-7010-421.74-10; and
3. Authorize the City Manager to finalize and execute the Agreement.

**BACKGROUND**

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$70,199. This is a non-competitive grant award process.

The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

The Police Department specifically applied for these grant funds under the "LE [Law Enforcement] Interoperable Communications Equipment" qualifying criteria in order to

**CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$70,199 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2018 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

February 2, 2021

Page 2 of 3

continue improving equipment associated with the police radio system. More specifically, the Police Department requested approval to utilize these grant funds to purchase portable (hand-held) radios carried by police officers and other field personnel on their duty belt. The grant award does allow for relative modifications to the desired equipment the Police Department would want to purchase, however; irrespective of the equipment purchased the total amount shall not exceed the awarded \$70,199. Should expenditures exceed the awarded amount, the City will have to use general funds to cover the excess amount.

The performance period for this grant award is September 1, 2018 to May 31, 2021.

**FISCAL IMPACT/FINANCING**

No matching funds are required to receive this grant award. The County of Los Angeles provides reimbursement of funds as expenditures are incurred by the City and reimbursement documentation is provided to, and approved by, the County of Los Angeles, in accordance with the expenditure and reimbursement guidelines of the Agreement.

It is recommended that City Council approve an increase in estimated revenues in the amount of \$70,199 to account number 230-0000-335.30-70 and approve a budget appropriation in the amount of \$70,199 to account number 230-7010-421.74-10.

**LEGAL AND PROGRAM REQUIREMENTS**

Reference the Agreement included with this report for legal and program requirements associated with the acceptance of these grant funds.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



COSME LOZANO  
Chief of Police

**CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT  
OF \$70,199 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM  
SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2018 BETWEEN THE COUNTY  
OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

February 2, 2021

Page 3 of 3

**ATTACHMENTS**

- A. Agreement between the County of Los Angeles and City of Huntington Park
- B. 2018 SHSP Project Sheet



**ATTACHMENT A**



***State Homeland Security Program  
Subrecipient Agreement  
Grant Year 2018***

***Between the  
County of Los Angeles  
and the  
City of Huntington Park***

**SUBRECIPIENT AGREEMENT  
BETWEEN THE  
COUNTY OF LOS ANGELES  
AND THE  
CITY OF HUNTINGTON PARK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Huntington Park, a public agency (the "Subrecipient").

**WITNESSETH**

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Catalog of Federal Domestic Assistance (CFDA) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2018 SHSP, FAIN #EMW-2018-SS-00054, Federal Award dated October 1, 2018 with a performance period of September 1, 2018 to May 31, 2021. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2018 SHSP grant from Cal OES in the total amount of \$10,276,869.00; and

WHEREAS, the CEO now wishes to distribute 2018 SHSP grant funds to the Subrecipient in the amount of \$70,199.00 as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors July 30, 2019 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

## SECTION I

### INTRODUCTION

#### §101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of \_\_\_\_\_, a public agency, having its principal office at \_\_\_\_\_.

#### §102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
  1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, Grant Manager  
Chief Executive Office, LAC  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-1127  
Fax: (213) 687-3765  
chirakawa@ceo.lacounty.gov

Giles Quan  
Chief Executive Office, LAC  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-2319  
Fax: (213) 687-3765  
gquan@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational DUNS Number	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

With a copy to:

Name and Title:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

**§103. Independent Party**

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

**§104. Conditions Precedent to Execution of This Agreement**

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

**SECTION II**

**TERM AND SERVICES TO BE PROVIDED**

**§201. Performance Period**

The performance period of this Agreement is from September 1, 2018 to February 28, 2021, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

## **§202. Use of Grant Funds**

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2018 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.**

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.**
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.**
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.**
- E. Subrecipient must provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15<sup>th</sup>) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.**
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31<sup>st</sup> (fiscal year ending June 30) or June 30<sup>th</sup> (fiscal year ending September 30) of the year following the reporting period.**

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement.

H. Subrecipient must provide a Corrective Action Plan to CEO within thirty (30) days of any audit finding.

I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2018 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2018 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

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- K. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in 2018 SHSP, Notice of Funding Opportunity or subsequent grant year programs.
- L. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in 2018 SHSP, Notice of Funding Opportunity, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at  
<https://www.firstrespondertraining.gov/forts/>
- M. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2018 SHSP, Notice of Funding Opportunity. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at  
<https://www.fema.gov/hseeep>

- N. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- O. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2018 SHSP, Notice of Funding Opportunity.
- P. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2018 SHSP, Notice of Funding Opportunity.
- Q. Pursuant to this Agreement, indirect costs are not reimbursable.

### **SECTION III**

#### **PAYMENT**

##### **§301. Payment of Grant Funds and Method of Payment**

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$70,199.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2018 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness

secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the Planning Project.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.  
2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

## SECTION IV

### STANDARD PROVISIONS

#### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

#### **§402. Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

#### **§403. Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### **§404. Breach**

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **§405. Prohibition Against Assignment or Delegation**

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### **§406. Permits**

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will

immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

#### **§407. Nondiscrimination and Affirmative Action**

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

#### **§408. Indemnification**

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government

**Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.**

**§409. Conflict of Interest**

**A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:**

- 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;**
- 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or**
- 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.**

**B. Definitions:**

- 1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.**
- 2. The term "financial or other interest" means:**
  - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.**
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.**

**C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any**

actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub-subcontractor" for "Subcontractor".

#### §410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

#### §411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws,

regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 *et seq.*), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 *et seq.*, and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. **Records Inspection**

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. **Records Maintenance**

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. **Subcontracts and Procurement**

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection

of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency

of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the

award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2018 Notice of Funding Opportunity and in the State's "Grant Assurances". By signing these Grant Assurances and accepting the Notice of Funding Opportunity, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2018 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

#### **D. Noncompliance With Grant Requirements**

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

#### **§412. Federal, State and Local Taxes**

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

#### **§413. Inventions, Patents and Copyrights**

##### **A. Reporting Procedure for Inventions**

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

##### **B. Rights to Use Inventions**

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

### **C. Copyright Policy**

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

### **D. Rights to Data**

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

### **E. Obligations Binding on Subcontractors**

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### **§414. Child Support Assignment Orders**

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

#### **§415. Minority, Women, And Other Business Enterprise Outreach Program**

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

#### §416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

#### §417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

### SECTION V

#### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

##### §501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching

party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

**§502. Termination**

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**§503. Amendments**

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

**SECTION VI**

**ENTIRE AGREEMENT**

**§601. Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

**§602. Number of Pages and Attachments**

This Agreement may be executed in two (2) duplicate originals utilizing wet and electronic signatures, each of which is deemed to be an original. This Agreement includes (25) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_ Date \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

BY \_\_\_\_\_  
CELIA ZAVALA  
Executive Officer, Board of Supervisors

BY \_\_\_\_\_  
ARLENE BARRERA  
Auditor-Controller

APPROVED AS TO FORM

MARY C. WICKHAM  
County Counsel

BY \_\_\_\_\_  
Senior Deputy County Counsel

BY \_\_\_\_\_ Date \_\_\_\_\_  
City Representative/Title (Signature) \_\_\_\_\_ (Print Name) \_\_\_\_\_

APPROVED AS TO FORM

BY \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney (Signature) \_\_\_\_\_ (Print Name) \_\_\_\_\_

ATTEST

BY \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk (Signature) \_\_\_\_\_ (Print Name) \_\_\_\_\_

**ATTACHMENT B**



City of Huntington Park  
2018 SHSP Projects

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
003	LE Interoperable Communications Equipment	HSGP-SHP	LE	Equipment	\$ 70,199



**ITEM NO. 5**





# CITY OF HUNTINGTON PARK

Parks and Recreation  
City Council Agenda Report

February 2, 2021

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT (PSA) TO EXTEND THE MASTER  
AGREEMENT WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY  
OF HUNTINGTON PARK'S 2021 AND 2022 HOLIDAY PARADES**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve an amendment to the 2020 Professional Services Agreement, to reflect an extension upon mutual agreement for 2021 and 2022 parade production services with Pageantry Parades; and
2. Approve agreement with Pageantry Parades to provide parade production services for the City of Huntington Park's 2021 and 2022 Holiday Parades; and
3. Authorize the City Manager to execute the Amendment and agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 17, 2020 the City approved and entered into a new Professional Service Agreement with Pageantry Parades for the 2020 and 2021 Holiday Parade Production. However, at that time it was unknown the drastic impact that the pandemic would have upon the world and complete halting of most public gatherings. Therefore, the 2020 parade was unable to take place. This amendment reflects a change in the service years from 2020 and 2021, to now include 2021 and 2022. The current scope of service and terms remain unchanged and would be the same as received in 2020. The cost for the 2021 Parade Production is \$16,000 and the 2022 Parade Production is \$16,000 as well, for a total cost of \$32,000 for both parades.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) TO EXTEND THE MASTER AGREEMENT WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2021 AND 2022 HOLIDAY PARADES**

February 2, 2021

Page 2 of 2

**FISCAL IMPACT/FINANCING**

Funding for the 2021 and 2022 Holiday Parade Productions will be requested in the City's FY 2021-2022 Budget and 2022-2023 Budget.

**CONCLUSION**

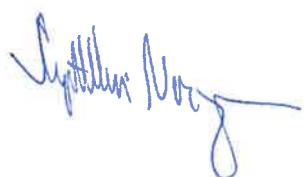
Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES

City Manager



CYNTHIA NORZAGGARAY

Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Professional Services Agreement
- B. Pageantry Parades Service Description

**ATTACHMENT A**





## **PROFESSIONAL SERVICES AGREEMENT**

(Engagement: Pageantry Parades)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **2nd of February 2021**, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") Pageantry Parades. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

### **RECITALS**

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

WHEREAS, on **2nd of February 2021**, the CITY entered into a Professional Services Agreement (the "Master Agreement") with Pageantry Parades to provide Annual Parade Production; and

WHEREAS, on **2nd of February 2021**, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on **2nd of February 2021**. CONSULTANT then commenced providing Annual Parade Production services under the terms and conditions of said Master Agreement; 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 **2nd of February 2021**

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

I.  
ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have an initial term of 2 years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a 2-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 "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ 16,000.00 DOLLARS per year (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.

III.

### 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period 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.

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

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a

threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

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

2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, 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.

2.10. **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, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or

against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

**III.**  
**INSURANCE**

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and 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.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTs or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and**

**endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV.**  
**INDEMNIFICATION**

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from 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 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with 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.

4.2 **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.

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

4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT 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.

4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

**C. CITY** shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all 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.

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

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

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

**CONSULTANT:**

Pageantry Parades  
PO Box 2400  
Downey, CA 90242  
Attn: David A. Sarell  
Phone: (562) 746 – 2300  
Fax: (562) 869 – 1927

**CITY:**

City of Huntington Park  
Parks and Recreation  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: Cynthia Norzagaray,  
Director of Parks & Recreation  
Phone: (323) 584-6218

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

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

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

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

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for

CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

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

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

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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.

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_

**Ricardo Reyes**  
City Manager

**Pageantry Parades**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**

**DRAFT**

DRAFT

**ATTACHMENT B**



**PAGEANTRY PARADES**

**PO Box 2400**

**DOWNEY, CA 90242**

**T: (562) 746 - 2300**

**F: (562) 869 - 1927**

**E: PAGEANTRYEVENTS@AOL.COM**

**W: PAGEANTRYPARADES.COM**



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**NOVEMBER 16, 2020**

**HUNTINGTON PARK HOLIDAY PARADE**  
**ATTN: RICARDO REYES - CITY MANAGER**  
**6550 MILES AVENUE**  
**HUNTINGTON PARK, CA 90255**

**WE AT PAGEANTRY PARADES, HEREBY FURTHER KNOWN AS PAGEANTRY, AGREE TO ASSIST THE CITY OF HUNTINGTON PARK, HEREBY FURTHER KNOWN AS HPHP, IN PRODUCING THEIR 70TH ANNUAL HUNTINGTON PARK HOLIDAY PARADE ON SATURDAY - DECEMBER 11, 2021 @ 6:00PM AND 71ST ANNUAL HUNTINGTON PARK HOLIDAY PARADE ON SATURDAY - DECEMBER 10, 2022 @ 6:00PM. WE AGREE TO ASSIST THE HPHP WITH THE USE OF OUR MOST UP-TO-DATE MAILING LIST TO OBTAIN ENTRIES FOR THE DAY OF PARADE.**

**I. PAGEANTRY IS RESPONSIBLE FOR THE FOLLOWING ITEMS:**

- A. GRAND MARSHAL PLAQUE (1)**
- B. ALL NECESSARY PARTICIPANT VEHICLE PASSES**
- C. ALL NECESSARY UNIT NUMBERS WITH PINS FOR DAY OF PARADE**
- D. PARADE STAFF, INCLUDING BUT NOT LIMITED TO, CHECK-IN, FORMATION AREA, AND ANNOUNCER (IF NEEDED)**
- E. A REPRESENTATIVE TO ATTEND ALL NECESSARY PARADE MEETINGS**
- F. PREPARE AND MAIL ALL APPLICATIONS, LETTERS OF ACCEPTANCE, NON-ACCEPTANCE, MAPS, PASSES, ETC ...**
- G. MAINTAIN A DATABASE OF ALL COMPLETED APPLICATIONS AND VIP / DIGNITARIES AND FORMULATE THE PARADE LINE-UP**
- H. WRITE THE PARADE SCRIPT AND PROVIDE THREE (3) HARD COPIES IN A FOLDER TO THE ANNOUNCER(S) AND / OR TV FOR USE DAY OF THE EVENT**

- I. ANSWER CALLS, E-MAILS, AND FAXES TO THE **PAGEANTRY** OFFICE FROM **HPHP**, PARTICIPANTS, AND LOCAL AGENCIES DURING OFFICE HOURS; MONDAY - FRIDAY (10:00AM - 4:00PM)
- J. COORDINATE / MANAGE ALL ASPECTS OF THE PARADE ON THE DAY OF THE EVENT INCLUDING BUT NOT LIMITED TO CHECK IN, FORMATION AREA(S), COMMUNICATION WITH STAFF, TV CREW, VOLUNTEERS, AND CITY OFFICIALS, AND HAVING ON HAND ALL NECESSARY PAPERWORK ( LINE-UPS, MAPS, LETTERS, PASSES, SCRIPTS, VIP / DIGNITARY SIGNS), AND ANY ADDITIONAL PARADE COMMITTEE APPROVED ITEMS ( AWARDS, RIBBONS, ETC)
- K. COORDINATE WITH LOCAL OFFICIALS IN REGARDS TO PERMITS, STREET CLOSURES, BARRICADES / BARRIERS, PORTABLE RESTROOMS, CITY STAFFING REQUIRED FOR THE PARADE
- L. USE APPROVED BAND TRANSPORTATION / ASSISTANCE FUNDS TO SECURE MARCHING BANDS FOR THE PARADE
- M. ACQUIRE VIP CARS ( CONVERTIBLES ) FOR USE BY DIGNITARIES IN THE PARADE.

[ LIMITED TO TEN TRIPS UNLESS OTHERWISE AGREED TO BY **PAGEANTRY** ]  
 [ A TRIP CONSTITUTES ONE TIME THROUGH THE PARADE ]

- N. MAINTAIN A MINIMUM INSURANCE COVERAGE OF ...
  - I. GENERAL LIABILITY
    - A. \$1,000,000 ( EACH OCCURRENCE )
    - B. \$2,000,000 ( GENERAL AGGREGATE )
  - II. AUTO LIABILITY
    - A. HIRED
    - B. NON OWNED
    - C. SCHEDULED
    - D. PHYSICAL DAMAGE
  - III. WORKERS COMPENSATION

**II.** **PAGEANTRY** WILL PROVIDE UPON REQUEST AND BUDGET APPROVAL BY **HPHP** THE FOLLOWING ITEMS:

- A. PARADE JUDGING ASSOCIATION TO JUDGE ALL NON-DIGNITARY UNITS IN THE PARADE AND COORDINATE THE AWARD CEREMONY UPON THE CONCLUSION OF THE PARADE
- B. AWARDS PACKAGE
  - I. A MINIMUM OF 3 TOP AWARDS
    - A. MUSICAL SWEEPSTAKES AWARD (1) - HIGHEST SCORING BAND
    - B. SANTA AWARD (1) - HIGHEST SCORING NOVELTY OR DANCE UNIT
    - C. MAYOR'S AWARD (1) - BEST LOCAL ENTRY
  - D. ALL NECESSARY 1ST, 2ND, AND 3RD PLACE AWARDS FOR EACH CLASS / CATEGORY OFFERED

- C. ACQUIRE A SANTA CLAUS FOR THE USE IN THE PARADE AND AT THE VIP HOSTING FOR THE HOURS OF 5:00PM - 10:00PM, OR UPON THE CONCLUSION OF THE PARADE, WHICHEVER COMES FIRST
- D. ACQUIRE THE REVIEWING / JUDGES STAND INCLUDING, ELECTRICAL POWER, PA SYSTEM, MICROPHONE, TABLES, AND CHAIRS FOR EVENING OF THE PARADE
- E. ANY ITEM(S), LISTED OR UNLISTED, UNDER ADDITIONAL BUDGET ITEMS ( SECTION III ) THAT HAVE NOT BEEN SPECIFICALLY NAMED IN THIS SECTION

### III. FEE SCHEDULE

#### 2021 HUNTINGTON PARK HOLIDAY PARADE

##### MAIN BUDGET ITEMS: ( REQUIRED )

PARADE COORDINATION	-----	\$10,500.00
<b>TOTAL MAIN BUDGET ITEMS</b>	-----	<b>\$10,500.00</b>

##### SECONDARY BUDGET ITEMS: ( REQUIRED )

BAND ASSISTANCE	-----	\$ 4,000.00
VIP CAR TRIPS ( 10 )	-----	\$ 1,200.00
VIP / DIGNITARY SIGNS ( 10 )	-----	\$ 300.00

#### 2022 HUNTINGTON PARK HOLIDAY PARADE

##### MAIN BUDGET ITEMS: ( REQUIRED )

PARADE COORDINATION	-----	\$10,500.00
<b>TOTAL MAIN BUDGET ITEMS</b>	-----	<b>\$10,500.00</b>

##### SECONDARY BUDGET ITEMS: ( REQUIRED )

BAND ASSISTANCE	-----	\$ 4,000.00
VIP CAR TRIPS ( 10 )	-----	\$ 1,200.00
VIP / DIGNITARY SIGNS ( 10 )	-----	\$ 300.00

#### 2021 / 2022 ADDITIONAL BUDGET ITEMS: ( IF REQUESTED )

NEW ORLEANS JAZZ BAND	-----	\$ 3,000.00
PROFESSIONAL JUDGES ASSOCIATION	-----	\$ 1,500.00
HORSE DRAWN VEHICLES ( EACH )	-----	\$ 1,250.00
ANTIQUE FIRE TRUCK	-----	\$ 600.00
VIP / DIGNITARY RIBBONS	-----	\$ 500.00
CERTIFICATE OF INSURANCE	-----	\$ 250.00
VIP CARS ( EACH TRIP, ADDITIONAL )	-----	\$ 120.00
PLAQUES ( EACH, ADDITIONAL )	-----	\$ 80.00
VIP / DIGNITARY SIGNS ( PER SET )	-----	\$ 30.00
SCRIPTS ( EACH, ADDITIONAL )	-----	\$ 25.00
ADDITIONAL INSURANCE	-----	\$ TBD
PROFESSIONAL FLOATS ( EACH )	-----	\$ TBD
SANTA CLAUS	-----	\$ TBD

**IV. HPHP HEREBY AGREES TO PROVIDE / PERFORM THE FOLLOWING:**

- A. PARADE HOSTING FOR DIGNITARIES
- B. PORTABLE RESTROOMS IN THE FORMATION AREA, DISBANDING AREA, ANNOUNCERS STAND, AND THE PARADE ROUTE
- C. DISTRIBUTE APPLICATIONS TO LOCAL ENTRIES
- D. DISTRIBUTE ALL PRESS RELEASES TO LOCAL MEDIA
- E. ACT AS LIAISON BETWEEN LOCAL SERVICE CLUBS, BUSINESSES, CITY AGENCIES AND **PAGEANTRY**
- F. CLEAR ALL NECESSARY PERMITS
- G. ACQUIRE THE GRAND MARSHAL AND ANY PARADE MARSHALS
- H. PROVIDE OWN BANNERS AND BANNER CARRIERS
- I. ARRANGE FOR REVIEWING STAND INCLUDING, ELECTRICAL POWER, TABLES, CHAIRS AND SOUND SYSTEM (WITH MICROPHONE) FOR DAY OF PARADE
- J. SUPPLY ADDITIONAL STAFF FOR DAY OF PARADE
- K. ARRANGE AND CARRY NECESSARY INSURANCE WHICH IS PRIMARY TO **PAGEANTRY**
- L. COORDINATE FOR THE FORMATION AREA, PARADE ROUTE AND DISBANDING AREA TO BE POSTED WITH "NO PARKING" SIGNS
- M. ARRANGE FOR AWARDS CEREMONY TO ANNOUNCE WINNERS ( IF APPLICABLE )
- N. ACQUIRE SANTA FOR USE IN PARADE

**V. PAYMENT**

WE PROPOSE TO FURNISH LABOR AND / OR MATERIALS, COMPLETED AND IN ACCORDANCE WITH / TO THE ABOVE SPECIFICATIONS, AND SUBJECT TO THE CONDITIONS OUTLINED IN THIS AGREEMENT FOR THE MINIMUM SUM UNDER MAIN BUDGET ITEMS AND SECONDARY BUDGET ITEMS OF ...

Sixteen Thousand Dollars and Zero Cents \$16,000.00

**PAYMENT IS DUE IN FULL AS FOLLOWS:**

**PAYABLE TO:**

**PAGEANTRY PARADES**  
C/O DAVID SARELL  
PO Box 2400  
DOWNEY, CA 90242  
(562) 746 - 2300

**EVENT:**

70TH ANNUAL HUNTINGTON PARK HOLIDAY PARADE

**DATE / TIME:**

WEDNESDAY - DECEMBER 8, 2021 @ 12:00PM \*

EVENT:

71ST ANNUAL HUNTINGTON PARK HOLIDAY PARADE

DATE / TIME:

WEDNESDAY - DECEMBER 7, 2022 @ 12:00PM \*

\* TOTAL ABOVE IS FOR **MAIN BUDGET ITEMS** AND **SECONDARY BUDGET ITEMS** ONLY. THIS DOES NOT INCLUDE ANY FUNDS APPROVED BY THE PARADE COMMITTEE UNDER **ADDITIONAL BUDGET ITEMS**, WHICH ARE ALSO DUE AT THE SAME DATES / TIMES LISTED ABOVE.

## VI. CANCELLATION POLICY

IN THE EVENT OF CANCELLATION, THE FOLLOWING POLICIES AND / OR PENALTIES WILL BE IN EFFECT.

### 70TH ANNUAL HUNTINGTON PARK HOLIDAY PARADE

IF CANCELLED BY:

09/11/21 @ 12:00PM	-----	\$6,000.00*
10/11/21 @ 12:00PM	-----	\$7,250.00*
11/11/21 @ 12:00PM	-----	\$8,500.00*

### 71ST ANNUAL HUNTINGTON PARK HOLIDAY PARADE

IF CANCELLED BY:

09/10/22 @ 12:00PM	-----	\$6,000.00*
10/10/22 @ 12:00PM	-----	\$7,250.00*
11/10/22 @ 12:00PM	-----	\$8,500.00*

\* FOR **MAIN BUDGET ITEMS** ONLY, DOES NOT INCLUDE **SECONDARY BUDGET ITEMS** NOR PENALTIES INCURRED FOR CANCELLATION OF CONFIRMED **ADDITIONAL BUDGET ITEMS** SUCH AS HORSE DRAWN VEHICLES, FLOATS, JUDGES, VIP RIBBONS, ETC ...

UPON WRITTEN NOTICE OF CANCELLATION, **PAGEANTRY** WILL SUBMIT A FINAL INVOICE(S) FOR TOTAL CANCELLATION COSTS. PAYMENT OF INVOICE(S) SHOULD BE MADE WITHIN 15 DAYS OF CANCELLATION NOTICE.

ANY NOTICE GIVEN AFTER 11/11/21 AND 11/10/22, RESPECTIVELY, WILL RESULT IN A PENALTY OF 100% OF ALL **MAIN BUDGET ITEMS**, **SECONDARY BUDGET ITEMS**, AND **ADDITIONAL BUDGET ITEMS** CONFIRMED BY **PAGEANTRY** AT THE TIME OF CANCELLATION.

## VII. CONFIDENTIALITY AGREEMENT

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS RESPECTFULLY SUBMITTED ARE BETWEEN **PAGEANTRY** AND **HPHP** AND THEIR RESPECTIVE REPRESENTATIVES. THE CONTENTS OF THIS AGREEMENT ARE A PRIVATE CONTRACT BETWEEN THE TWO PARTIES AND AS SUCH THE DETAILS SHALL NOT BE SHARED WITH ANY PERSON, ORGANIZATION, OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF **PAGEANTRY** AND/OR DAVID SARELL.

## VIII. ACCEPTANCE

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS RESPECTFULLY SUBMITTED ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZING **PAGEANTRY** TO DO THE WORK AS SPECIFIED.

DATE OF ACCEPTANCE:

BY: David A. Sarell DATE: 11/16/20  
( PAGEANTRY PARADES )

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
( CITY OF HUNTINGTON PARK )

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
( CITY OF HUNTINGTON PARK )

ALL PARADE PAPERWORK (APPLICATIONS, MAPS, PASSES, ACCEPTANCE LETTERS, ETC ..), THE INFORMATION AND LANGUAGE CONTAINED WITHIN, AND THE SUBMITTED APPLICATIONS, WHETHER ON-LINE OR HARD COPY, WITH THE EXCEPTION OF LOCAL ENTRY CONTACT INFORMATION, IS THE SOLE PROPERTY OF **PAGEANTRY** AND DAVID SARELL. ANY USE OF THESE FORMS, INFORMATION, OR LANGUAGE WITHOUT THE EXPRESS WRITTEN CONSENT OF **PAGEANTRY** AND/OR DAVID SARELL IS PROHIBITED.