

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, March 16, 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. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

Public Comment

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation of "Red Cross Proclamation"
2. Mayor's First Annual Employee Recognition

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

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 February 16, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated March 2, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2021-22

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2021-22.

4. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT OF PARCELS 6310-016-005, 6310-016-006, 6310-016-007 AND 6310-016-009 FOR PUBLIC RIGHT-OF-WAY ON SLAUSON AVENUE AND BICKETT STREET

1. Approve setting Public Hearing of April 6, 2021 for the acceptance of the irrevocable offer of dedication of a segment of parcels 6310-016-005, -006, -007 and -009 for public right-of-way purposes on Slauson Avenue and Bickett Street.

5. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FOR THE COTTAGE RESERVOIR REHABILITATION AT WELL 15

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to rehabilitate the Cottage Reservoir at Well 15.

COMMUNITY DEVELOPMENT

6. CONSIDERATION AND APPROVAL OF A LETTER OF SUPPORT FROM THE CITY OF HUNTINGTON PARK TO A COALITION OF EIGHT CORRIDOR CITIES, ORGANIZED THROUGH ECO-RAPID TRANSIT, TO SUBMIT A FUNDING APPLICATION FOR THE WEST SANTA ANA GOVERNANCE PLAN.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Letter of Support to Eco-Rapid requesting funds from Metro; and
2. Authorize City Manager to execute the letter and related documents.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION TO ALLOW THE INSTALLATION OF FIVE WIRELESS ACCESS POINTS TO EXISTING CITY FACILITIES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution 2021-05 adopting a categorical exemption to allow the installation of five wireless access points to existing city facilities

8. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO PREPARE A HOUSING ELEMENT FOR THE 6TH REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) CYCLE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with JHD Planning LLC (JHD) to prepare the RHNA 6th Cycle Housing Element and related documents for a not-to-exceed amount of \$40,000; and
2. Appropriate the amount of \$40,000 from the LEAP Grant approved by the State, up to \$150,000 is to be reimbursed to the City by the State; and
3. Authorize the City Manager to execute the PSA.

CITY COUNCIL

9. CONSIDERATION AND APPROVAL OF CREATING A BLUE RIBBON COMMITTEE ON POLICE DEPARTMENT OPERATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve creating a Blue Ribbon Committee on Police Department Operations with the mission to improve public transparency and accountability with respect to the City Police Department

10. REORGANIZATION

Annually City Council shall choose one of its members to serve as Mayor and one to serve as Vice Mayor for a one-year term.

1. Nominations for Mayor
2. Newly-elected Mayor calls for nominations for Vice Mayor
3. Presentations to outgoing Mayor by elected officials, elected official representatives and dignitaries
4. Comments by Council Members

END OF REGULAR AGENDA

DEPARTAMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

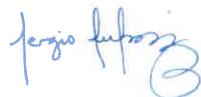
Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, April 6, 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 not less than 72 hours prior to the meeting. Dated this 12th Day of March 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, March 2, 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 6:00 p.m. on Tuesday, March 2, 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, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

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; Cosme Lozano, Chief of Police Works; **ABSENT:** Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagaray, Director of Parks & Recreation

INVOCATION

Invocation was led by Council Member Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PRESENTATIONS

No Presentations

PUBLIC COMMENT

1. Jacob Jimmy submitted a public comment to follow up to Alley Issue. Jacob stated that the situation in the alley is still not yet resolved. There is a pile of furniture out in the alley. Due to the lack of patrolling in the area, many transients have been seen drinking during they day, doing drugs, as well as having altercations between them. Jacob is asking Council Members to fix this situation.
2. Jose Gonzalez Perez – Newell St. - asked the City Council to consider bringing in the Sheriff's. With all the complaints on social media by PD Officers, it is clear that they do not want to be here. Many officers have been laid off from other cities due

to the pandemic, but our officers want to complaint about a position. Please consider out sourcing to Sheriff's they do not have time to complaint about things.

3. Concern resident from Cudahy St. – Resident asked Council to consider bringing in the Sheriff's. Seeing the online petition clearly tells me that our officers or some officers don't want to be here and or with the community. Other departments have seen layoffs and didn't expect an increase in salary. The city or the department is hiring officers so I am confused as to where the layoffs are? We do need more patrol out there in the community.
4. Anonymous Cottage St. – Resident stated that had a comment on PD, also that had seen a petition on line and was sad because we need a change. Residents stated that is thankful to the City Council or the Chief or to whoever was making the changes. Resident stated that have rarely seen PD out there and prefers to have more officers in the street being activate and engaging in the community than officers that don't want to be here.
5. Anonymous 6900 Seville Ave. – (Spanish) Resident stated that heard rumors about Police Department and City Council making changes. This is good because the Police Department needs officers who want to stay with our community. Resident wanted to remain anonymous because don't want to have any problems but change is needed.

STAFF RESPONSE

City Manager Ricardo Reyes mentioned that the alley problem is an on-going issue that has been revisited multiple times. We continue addressing, and mitigating the problems on that area. He also stated that staff will definitely take another look and address these problems.

Vice Mayor Ortiz stated that Public Works and the Police Department worked collaboratively to clean the alley and it was all clear out. Vice Mayor asked to check the area more often during day time.

CLOSED SESSION

At 6:08 p.m. Mayor "Manny" Avila, recessed to closed session

City Attorney Araceli Almazan asked the City to recess into closed session to discuss the matter listed under the close session portion of the agenda.

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One Matter

At 6:40 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan, announced the minutes should reflect that with all five members of the City Council present, the item listed in the close session portion of the agenda was discussed. Item 1, 1) Council was briefed, direction was provided, no final action was taken.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the February 2, 2021, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held February 16, 2021

FINANCE

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

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

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

City Manager Ricardo Reyes introduced Director of Public Works Cesar Roldan to present the item.

Motion: Vice Mayor Ortiz moved to approve a budget appropriation in the amount of \$32,657.86 to Account No. 220-8085-431.64-00 from unappropriated Proposition C fund balance, and approve the Gateway Cities Council of Government invoice for membership dues for a not-to-exceed amount of \$25,000 payable from Account No. 220- 8085-431.64-00, and approve Gateway Cities Council of Government invoices for staff support for

Randolph Corridor MAT Application Process for a not-to-exceed amount of \$7,657.86 payable from Account No. 220-8085-431.64-00, and authorize the City Manager to execute the applicable fiscal documents, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

ADMINISTRATION

4. APPROVE THIRD AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

City Manager Ricardo Reyes presented the item

Motion: Council Member Sanabria moved to approve third amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services, and appropriate \$214,131.42 in account number 239-6010-451.76-15-CDBG Fund - Wi-Fi Access Project, and authorize City Manager to execute the amendment, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

Before a vote was taken, Vice Mayor thanked staff for working hard on the item. She stated that if approved, the project will be able to provide WI-FI services at five key locations to benefit not just the kids but also college students.

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – None

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also thanked the City Council for proclaiming February as Civic Unity and Kindness month as a way to promote love and respect in our community. He recommended bringing back the illegal dumping committee and expand it to discuss pollution in our streets. Also to include members from the community.

Council Member Sanabria thanked all employee staff, volunteers and colleagues for the event held on Sunday. Council was able to provide some food for our adults in our community. She stated that if anyone is in need to please reach out to Council. Residents can reach out to us by social media or by calling City Hall.

Council Member Macias echoed what was said by her former colleagues, she thanked staff for their ongoing work, and wished Council Member Sanabria a happy birthday.

Vice Mayor Ortiz mentioned the five sites proposed for the free WI-FI project: Chelsea Circle Park, Raul Perez Park, Salt Lake Park, City Hall Area/Keller Park, close to Freedom Park which covers HP strip area. Residents, especially students who will benefit from this project are very excited, she thanked her colleagues one more time for approving the project. This week is Read Across America, celebration of Dr. Seuss. If any of my colleagues get an invitation to read a book at one of the schools, please do so students love that. "Remember if you can read, thank a teacher".

Mayor Avila wished Council Member Sanabria a Happy Birthday. We also celebrated on February the African-American Month, and now March is a month to celebrate Women in history. He stated that it is time for women to be equal and get same opportunities in government as it is taking place in the White House, and the Pentagon.

ADJOURNMENT

Mayor Avila adjourned the meeting at 6:51 p.m. in memory of Benjamin Gary Valdez, and Francisco Encarnacion to a Regular Meeting on Tuesday, March 16, 2021 at 6:00 p.m.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

Fund	Description
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 3-16-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
			PD K-9 DOG FOOD	
ADLERHORST INTERNATIONAL LLC	105506	111-7010-421.61-20	PD K-9 DOG FOOD	\$174.56
ALVAREZ-GLASMAN & COLVIN				
2020-11-19657	111-0220-411.32-70	LEGAL SRVCS 11/2020		18,011.85
2020-11-19659	111-0220-411.32-70	LEGAL SRVCS 11/2020		403.00
2020-11-19660	111-0220-411.32-70	LEGAL SRVCS 11/2020		6,078.69
2019 11 19425	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		225.00
2019 12 19480	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		1,928.00
2019-1019218	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		1,237.50
2020 01 0219512	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		2,791.30
2020 03 0419575	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		2,076.00
2020 05 0619656	745-9031-413.32-70	LEGAL SRVCS FOR CLAIMS		1,750.00
AMERICAN EXPRESS				\$34,501.34
PB3AEPQX	111-0110-411.61-20	COUNCIL OFFICE EXPENSE		64.58
NT_IHKPTV68	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION		24.95
DTT22YEC	111-0210-413.61-20	ADMIN OFFICE SUPPLIES		118.90
01270811901	111-6020-451.61-35	HEATERS S.L. PARK OFFICES		273.40
FS4GAWEVG5J	111-7010-421.59-15	PD CNOA TRAINING		60.00
IGWJ6DKEAGO	111-7010-421.59-15	PD CNOA TRAINING		60.00
000303484	111-7010-421.61-20	PD HDMI CABLES		118.77
316513965	111-7010-421.61-20	PD ADOBE SUBSCRIPTION		14.99
444ZT4F2GDS	111-7022-421.61-27	PD JAIL SUPPLIES		115.71
8240517-127	111-9010-490.61-60	COVID-19 BUSINESS NOTICES		102.94
01260685550	239-6060-490.61-60	HEATERS-S.L. PARK OFFICES		329.90
C1244143168	239-6060-490.61-60	CHILDREN CARE PACKAGES		120.91
C1244189093	239-6060-490.61-60	CHILDREN CARE PACKAGES		136.02
C124469725	239-6060-490.61-60	CHILDREN CARE PACKAGES		1,191.46
WG28377010	239-6060-490.61-60	CREDIT REFUND		-329.90
WYTYPHP2L090	239-6060-490.61-60	P&R ARTS SUPPLIES		30.83
AMERIGAS	3118909152	741-8060-431.43-20	PW TANK RENTAL 1150 GALLONS	\$2,433.46
				180.81
AMTECH ELEVATOR SERVICES	DVA26381001	111-8022-419.43-10	C.H. ELEVATOR SERVICES	\$180.81
	151400290719	111-8022-419.56-41	C.H. ELEVATOR SERVICES	1,050.00
ARAMARK UNIFORM & CAREER APPAREL	586000072730	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	\$1,958.75
ARDON WELDING INC.	2137	535-8090-452.43-20	FABRICATE PANEL W/ PICKET	109.49
AT&T	000016070117	111-7010-421.53-10	PD DISPATCH PHONE SRVC	\$2,900.00
	1/21/21-2/20/21	111-9010-419.53-10	COMMU CENTER INTERNET SRVC	394.37
	1/23/21-2/22/21	111-9010-419.53-10	PW YARD INTERNET SRVC	78.80
	1/28/21-2/27/21	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	79.54
				68.84

CITY OF HUNTINGTON PARK
DEMAND REGISTER

WR 3-16-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ATT	1/28/21-2/27/21 2/1/21-2/28/21	111-9010-419.53-10 111-9010-419.53-10	FREEDOM PARK INTERNET SRVC ST. LAKE INTERNET SRVC	68.84 69.55
ATT MOBILITY	993625860X02142	111-7010-421.53-10	PD WIRELESS PHONES	\$759.94 4,039.30
BAVCO	988866	535-8090-452.61-20	2 METAL CAGES BACKFLOW DVCS	\$4,039.30 1,062.81
BLUE FISH	DEC008	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	\$1,062.81 710.00
BOARD UP DOMINGUEZ, INC	1005	111-7010-421.61-20	VANDALISM BOARD UP SRVCS	\$710.00 425.00
CALPRIVATE BANK	24692160K2X14JA 2469216102XNPMF 24692160K2X14JA 2469216102XNPMF 24692160V2XYRP1 24137460LHEXZ4T 242316814RBGHGD 2469216122XKL5Y 24692160V2XYRP1 24005940L8PV1M5	111-0110-411.58-19 111-0110-411.58-19 111-0110-411.58-24 111-0110-411.58-24 111-0110-411.61-20 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.61-20 111-3010-415.59-15	C. MEMBER MACIAS' SUPPLIES C. MEMBER MACIAS' SUPPLIES MAYOR AVILA'S SUPPLIES MAYOR AVILA'S SUPPLIES COUNCIL OFFICE EXPENSE COUNCIL MEETING EXPENSE COUNCIL OFFICE EXPENSE COUNCIL MEETING EXPENSE ADMIN OFFICE EXPENSE GFOA RENEWAL FEES	\$425.00 2,113.15 900.96 2,616.81 900.96 31.85 115.17 27.05 135.00 31.86 595.00 \$7,467.81
CENTRAL FORD	368628 368667 368672 C69581	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	DRIVE SHAFT & AXLE UNIT # 987 2 TIRE PRESSURE SENSORS TRANSMISSION MOUNT UNIT # 977 REPLACE PCM POWER UNIT # 903	208.58 1,195.28 82.18 357.88
CHARTER COMMUNICATIONS	0511379021321 0511353021921	111-7010-421.53-10 111-9010-419.53-10	PD INTERNET SRVC 2/13/21-3/12/21 CITY HALL INTERNET 2/19/21-3/18/21	154.98 194.97
CITY OF HUNTINGTON PARK	21655-23626	681-0000-228.70-00	WATER CREDIT REFUND	6.20
CLINICAL LAB OF SAN BERNARDINO, INC	979200	681-8030-461.56-41	WATER TESTING 1/2021	\$6.20 229.25
COMMERCIAL TIRE COMPANY	1-164833	741-8060-431.43-20	4 TIRES FOR UNIT # 973	\$349.95 \$229.25 932.88
CONCENTRA MEDICAL CENTERS	69348633 70463890	111-2030-413.56-41 111-2030-413.56-41	DOT RECERTIFICATION DOT RECERTIFICATION	\$932.88 573.50 94.00
DATA TICKET INC.	122355 120401 122309	111-3010-415.56-41 111-5055-419.56-41 111-5055-419.56-41	BL CITE PROCESS 1/2021 CODE ENFORCE CITES 12/2020 CODE ENFORCE CITES 1/2021	\$667.50 17.50 12.50 127.50

CITY OF HUNTINGTON PARK
DEMAND REGISTER

WR 3-16-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DATA TICKET INC.	122354	111-7065-441.61-20	ANIMAL CITE PROCESS 1/2021	42.50
	122136	111-9010-415.56-15	PRKING CITE PROCESS 1/2021	10,633.80
	122136	111-9010-419.53-10	EQUIPMENT LEASE 1/2021	586.95
DELTA DENTAL INSURANCE COMPANY	BE004324912	111-0000-217.50-20	DELTA PREMIUM 3/2021	\$11,420.75
DEPARTMENT OF ANIMAL CARE & CONTROL	DECEMBER 2020	111-7065-441.56-41	ANIMAL HOUSING COST 12/20	2,094.09
	JANUARY 2021	111-7065-441.56-41	ANIMAL HOUSING COST 1/21	\$2,094.09
DUONG THI ANH	HP040011110	111-0000-351.10-10	PARKING CITATION REFUND	3,377.05
EXPRESS PIPE & SUPPLY CO., LLC	S109918415.001	111-8022-419.43-10	PIPING & MATERIALS	4,488.83
EXPRESS TRANSPORTATION SERVICES LLC	HPE03012021	111-0000-362.20-15	PROPERTY LEASE 2/2021	\$7,865.88
	HPE03012021	111-0000-362.20-15	VEHICLE LEASE 2/2021	-2,000.00
	HPE03012021	219-0000-340.30-00	FARES FEBRUARY 2021	-500.00
	HPE03012021	219-8085-431.56-43	HP EXPRESS SRVCS 2/2021	-1,234.00
	DAR03012021	219-8085-431.56-45	DIAL-A-RIDE SRVCS 3/2021	29,713.17
	HPE03012021	220-8085-431.56-43	HP EXPRESS SRVCS 2/2021	67,643.00
	HPE03012021	222-8010-431.56-43	HP EXPRESS SRVCS 2/2021	29,713.16
				29,713.17
GLOBALSTAR USA	0000000011808409	111-7010-421.53-10	PD PHONE SRVC 2/16/21-3/15/21	\$153,048.50
GOVERNMENT FINANCE OFFICERS ASSN.	656767	111-3010-415.59-15	GFOA VIRTUAL CONFERENCE 2021	90.39
GRAINGER	9810994948	741-8060-431.43-20	PW MECHANIC SEAT	\$420.00
	9817769597	741-8060-431.43-20	LIGHT BAR FOR UNIT # 186	184.77
	9819326670	741-8060-431.43-20	WARNING LIGHTS UNIT # 185	1,614.86
				272.04
HASA, INC.	733762	681-8030-461.41-00	SODIUM HYPOCHLORITE	\$2,071.67
	733763	681-8030-461.41-00	SODIUM HYPOCHLORITE	221.97
	733764	681-8030-461.41-00	SODIUM HYPOCHLORITE	228.80
IMPACT TIRE SERVICE	2872	741-8060-431.43-20	2 FRONT TIRES UNIT # 351	153.67
INFRAMARK LLC	60850	283-8040-432.56-41	SEWER UTILITY MAINT 3/2021	\$604.44
	60850	681-8030-461.56-41	WATER UTILITY MAINT 3/2021	80.00
INFRASTRUCTURE ENGINEERS	25729	111-5010-419.56-49	BUILDING SAFETY SRVC 1/2021	\$80.00
	25454	111-8010-431.76-06	SLAUSON CONGESTION 9/2020	13,187.45
	25531	111-8010-431.76-06	SLAUSON CONGESTION 10/2020	101,658.20
				\$114,845.65
				34,310.00
				3,738.00
				16,260.30

CITY OF HUNTINGTON PARK
DEMAND REGISTER

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ENGINEERS	25552	111-8010-431.76-06	SLAUSON CONGESTION 11/2020	8,971.20
	25661	111-8010-431.76-06	SLAUSON CONGESTION 12/2020	20,932.80
	25705	111-8010-431.76-06	SLAUSON CONGESTION 1/2021	24,390.45
				\$108,602.75
J316 BUILDER	1-FEBRUARY 2021	111-7024-421.56-41	JANITORIAL SUPPLIES 2/2021	698.45
	2-FEBRUARY 2021	111-7024-421.56-41	JANITORIAL SRVCS 2/2021	3,700.84
	1-FEBRUARY 2021	111-8020-431.56-41	JANITORIAL SUPPLIES 2/2021	4,19.07
	2-FEBRUARY 2021	111-8020-431.56-41	JANITORIAL SRVCS 2/2021	1,440.58
	1-FEBRUARY 2021	111-8022-419.56-41	JANITORIAL SUPPLIES 2/2021	931.27
	2-FEBRUARY 2021	111-8022-419.56-41	JANITORIAL SRVCS 2/2021	4,305.23
	1-FEBRUARY 2021	111-8023-451.56-41	JANITORIAL SUPPLIES 2/2021	2,607.54
	2-FEBRUARY 2021	111-8023-451.56-41	JANITORIAL SRVCS 2/2021	11,472.56
				\$25,575.54
JERRY'S AUTO BODY, INC.	32115	741-8060-431.43-20	REPAIR FRONT DOOR UNIT # 985	452.08
	32135	741-8060-431.43-20	REPAIR REFINISH HOOD UNIT # 979	1,454.59
				\$1,906.67
JOSE ALMANZA	6627000610159	111-9010-490.61-60	COVID SUPPLIES REIMBURSEMENT	295.90
JUANA DILMA BARRIOS	HP020024137	111-0000-351.10-10	PARKING CITATION REFUND	55.00
LAKIN TIRE WEST, INC.	IN1056046	741-8060-431.43-20	TIRES PICK UP / DISPOSAL	1,583.27
LAN WAN ENTERPRISE, INC	71731	111-7010-419.43-15	IT SRVCS 3/2021	\$1,583.27
	71685	111-7010-421.61-20	PD ADM LENOVO LAPTOP	22,772.00
	71731	111-9010-419.43-15	IT SRVCS 3/2021	1,045.10
				\$22,772.00
LASKEY BLONSTEIN PROPERTIES	24015-20786	681-0000-228.70-00	WATER DEPOSIT REFUND	\$46,589.10
				1,000.00
LB JOHNSON HARDWARE CO.	112903	111-8022-419.43-10	SUPPLIES C.H. MAINLINE	\$1,000.00
	112659	111-8023-451.43-10	HARDWARE FOR R. PEREZ PARK	112.03
				92.63
LYNBERG & WATKINS APC	54670	745-9031-141.32-70	LEGAL SRVCS FOR CLAIMS	\$204.66
	55061	745-9031-141.32-70	LEGAL SRVCS FOR CLAIMS	1,479.00
	55641	745-9031-141.32-70	LEGAL SRVCS FOR CLAIMS	2,598.00
				1,173.00
				\$5,250.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	12/17-2/18/21	681-8030-461.62-20	FREE DOM PAR HP/ARROGATION	668.08
	12/17-2/18/21	681-8030-461.62-20	FREE DOM PARK/HUNTINGTON PARK	276.08
	12/17-2/18/21	681-8030-461.62-20	FREE DOM PARK/SPLASH PAD	140.08
				\$1,084.24
MERRIMAC ENERGY GROUP	2210752	741-8060-431.62-30	FUEL PURCHASE	22,924.18
				\$22,924.18

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MUNICIPAL WASTE SOLUTIONS	1045	285-8050-432.56-41	HAULER COMPLIANCE 2/2021	4,895.00
	1040	287-8055-432.54-00	BEVERAGE CONTAINER GRANT	1,700.00
NEW CHEF FASHION INC.	1003201	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	\$6,595.00
				198.41
NICHOLS CONSULTING ENGINEERS, CHTD	966023010	221-8010-431.76-01	STREET ENHANCEMENT 2/12/2021	\$198.41
				12,386.40
NORTH STAR LAND CARE	1601-145	535-8090-452.56-60	LANDSCAPING SRVCS 2/2021	\$12,386.40
				23,057.75
O'REILLY AUTO PARTS	2959-351912	741-8060-431.43-20	HOSE CLAMP	\$23,057.75
	2959-352479	741-8060-431.43-20	BATTERY FOR UNIT # 961	5.40
	2959-352659	741-8060-431.43-20	COOLANT GENERATOR UNIT # 688	140.05
	2959-352761	741-8060-431.43-20	BACKUP GENERATOR PARTS	161.99
	2959-352846	741-8060-431.43-20	TAIL LAMPS UNIT # 346	455.02
	2959-352852	741-8060-431.43-20	BELTS BACKUP GENERATOR	263.59
	2959-354020	741-8060-431.43-20	HEAD LAMPS UNIT # 349	77.49
	2959-354037	741-8060-431.43-20	EXTINGUISHERS FOR TRUCKS	261.09
	2959-354164	741-8060-431.43-20	BACKUP ALARMS	66.13
	2959-354173	741-8060-431.43-20	EXTINGUISHER	66.83
				33.06
OIVAREZ MADRUGA, LLP	10560	745-9031-413.32-70	ADMIN LEGAL SRVCS 4/2020	\$1,530.65
				882.10
PARS	47445	216-3010-415.56-41	PARS REP FEES 12/31/2020	\$882.10
				2,459.74
PITNEY BOWES INC.	3104593639	111-9010-419.44-10	CLERK POSTAGE LEASE 1/2021	\$2,459.74
				342.36
PRO FORCE LAW ENFORCEMENT	421971R	227-7116-421.74-10	90 NEW DEPT HANDGUNS-REBILL	\$342.36
				725.00
QUINN POWER SYSTEMS	PC810909388	741-8060-431.43-20	THERMOSTAT ASSEMBLY	\$725.00
	PC810909784	741-8060-431.43-20	COOLANT GENERATOR # 687	204.45
	PC810909785	741-8060-431.43-20	HEATER GP GENERATOR # 688	173.26
	PC810909927	741-8060-431.43-20	FREIGHT SHIPPING HEATER	770.37
				23.48
R & R INDUSTRIES, INC.	594286	111-8010-431.61-21	RAINWEAR FOR RAINY SEASON	\$1,171.56
				1,437.75
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0890089-JIN	221-8012-429.61-20	POSTS SOLAR PEDESTRIAN SIGNS	\$1,437.75
				1,980.53
RIO HONDO COLLEGE	F20-110-ZHPK	111-7010-421.59-15	PD ENROLLMENT FEE	\$1,980.53
	S21-57-ZHPK	111-7010-421.59-20	PD ENROLLMENT FEE	27.24
				100.00
				\$127.24

CITY OF HUNTINGTON PARK
DEMAND REGISTER

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RIVERSIDE COUNTY SHERIFF'S DEPT	3/8/21-3/5/21	111-7010-421.59-20	PD FIREARMS TACTICAL COURSE	516.00
	4/6/21-4/7/21	111-7010-421.59-20	PD FIREARMS TACTICAL COURSE	516.00
SAFETY KLEEN	852775587	741-8060-431.43-20	SRVC AQUEOUS BRAKE CLEANER	\$1,032.00
				498.23
SMART & FINAL	WG29429519	111-8022-419.15-20	TOOL REIMBURSEMENT FY20/21	\$498.23
	WG29429519	221-8014-429.15-20	TOOL REIMBURSEMENT FY20/21	67.55
	WG29429519	535-8016-431.15-20	TOOL REIMBURSEMENT FY20/21	101.33
		681-8030-461.15-20	TOOL REIMBURSEMENT FY20/21	45.03
				11.26
				\$225.17
SOUTHERN CALIFORNIA EDISON	3773689	741-8060-431.42-05	IC (50-500)EM ELEC GEN	1,180.68
	3776330	741-8060-431.42-05	FLAT FEE LAST FY EMISSIONS	1,082.68
				2,487.36
				3,489.03
				42.17
				62.19
				4,085.91
				13,657.29
				4,477.36
				\$557.42
SPARKLETT'S	15142085 022521	111-0110-411.66-05	COUNCIL DRINKING WATER	22.59
	15142085 022521	111-0210-413.61-20	ADMIN DRINKING WATER	22.58
	15142085 022521	111-1010-411.61-20	CLERK'S DRINKING WATER	2.00
	15142085 022521	111-2030-413.61-20	HR DRINKING WATER	7.99
	15142085 022521	111-3010-415.61-20	FINANCE DRINKING WATER	46.88
	15142085 022521	111-5010-419.61-20	COMMU DRINKING WATER	37.12
	15142085 022521	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	24.74
	15142085 022521	111-6010-451.61-20	P&R DRINKING WATER	33.36
	15142085 022521	111-8020-431.61-20	PW ADMIN DRINKING WATER	108.80
				\$306.06

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD INSURANCE COMPANY	00 378917 0002	111-0000-217.50-70	LIFE INS PREMIUM 3/2021	1,436.08
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 1/2021	6,246.38
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 2/2021	6,246.38
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 3/2021	6,246.38
STAR2STAR COMMUNICATIONS LLC	SUBC000005684	111-9010-419.53-10	VOIP SRVCS 2/31/21-3/2/21	\$20,175.22
T2 SYSTEMS CANADA INC.	IRIS0000082908	111-8010-415.56-41	PAY STATION SOFTWARE 2/2021	\$11,214.21
TOWN HALL STREAMS	12342	111-1010-411.56-41	COUNCIL STREAMING 2/2021	\$2,250.00
	12419	111-1010-411.56-41	COUNCIL STREAMING 3/2021	300.00
U.S. ARMOR CORPORATION	31725	111-7022-421.61-24	PD BULLET PROOF VEST	\$600.00
	31725	233-7010-421.74-10	PD BULLET PROOF VEST	348.63
ULINE	129876421	111-8010-431.61-21	COVERALLS & STEEL TOE PVC	\$697.25
UNDERGROUND SERVICE ALERT OF SO CAL	220210130	221-8014-429.56-41	UNDERGROUND SRVCS ALERTS	\$1,405.08
	DSB20200114	221-8014-429.56-41	CA STATE REGULATORY FEE	257.50
	DSB20200741	221-8014-429.56-41	CA STATE REGULATORY FEE	104.51
				104.51
VALLEY ALARM	989483	111-8020-431.56-41	ALARM SRVCS 3/2021	\$466.52
	989483	111-8022-419.56-41	ALARM SRVCS 3/2021	665.34
	989483	111-8023-451.56-41	ALARM SRVCS 3/2021	665.33
				715.28
VELADA CONSULTING LLC	024	111-0210-413.56-41	CONSULTING SRV 1/21-2/20/21	\$2,045.95
VISION SERVICE PLAN-CA	811672758	111-0000-217.50-30	VISION PLAN SRVC 2/2021	\$7,500.00
	811672759	111-0000-217.50-30	VISION PLAN SRVC 2/2021	2,935.28
	811721810	111-0000-217.50-30	VISION PLAN SRVC 3/2021	186.58
	811721815	111-0000-217.50-30	VISION PLAN SRVC 3/2021	149.02
				3,213.66
VULCAN MATERIALS COMPANY	72855804	221-8010-431.61-21	HOT ASPHALT & EMULSION	\$6,484.54
	72855805	221-8010-431.61-21	HOT ASPHALT & EMULSION	990.72
	72858343	221-8010-431.61-21	HOT ASPHALT & EMULSION	447.63
	72860379	221-8010-431.61-21	HOT ASPHALT & EMULSION	459.05
	72863222	221-8010-431.61-21	HOT ASPHALT & EMULSION	452.52
	72863223	221-8010-431.61-21	HOT ASPHALT & EMULSION	450.08
	72866469	221-8010-431.61-21	HOT ASPHALT & EMULSION	448.45
				453.34
				\$3,701.79

CITY OF HUNTINGTON PARK
DEMAND REGISTER

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALTERS WHOLESAL ELECTRIC COMPANY	\$117291119.002	535-8016-431.61-45	STREET LIGHTING SUPPLIES	19.72
WESTERN COLLOID S.C. INC.	21320	221-8010-431.61-21	SLURRY SEAL FOR STREETS	\$19.72
	21379	221-8010-431.61-21	SLURRY SEALS FOR STREETS	535.95
WESTERN EXTERMINATOR COMPANY				905.67
	10406C	111-7024-421.56-41	EXTERMINATOR SRVC 2/21	\$1,441.62
	10406C	111-8020-431.56-41	EXTERMINATOR SRVC 2/21	50.00
	10406C	111-8022-419.56-41	EXTERMINATOR SRVC 2/21	67.50
	10406C	111-8023-451.56-41	EXTERMINATOR SRVC 2/21	49.00
	10406C	535-8090-452.43-20	EXTERMINATOR SRVC 2/21	92.50
WEX BANK	70591225	741-8060-431.62-30	PD FUEL PURCHASE	139.50
ZAP MANUFACTURING INC	4410	221-8012-429.61-20	ROLL GOODS SIGN FABRICATION	\$398.50
ZUMAR INDUSTRIES, INC.	91719	111-8010-431.61-21	SIGNS RITA & RUGBY PARKING	161.92
				\$161.92
ZUMAR INDUSTRIES, INC.				2,701.90
				\$2,701.90
				1,740.38
				\$1,740.38
				\$721,304.37

ITEM NO. 3



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

March 16, 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 LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2021-22

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2021-22.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 21, 2020, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water (SCW) Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities. At the December 1, 2020 City Council meeting, the City Council approved the FY 2020-21 Expenditure Plan.

Annual Plans are due April 1st of each year for the upcoming Fiscal Year. The intent of this plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The plan includes the expected budget of estimated expenditures, overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

FISCAL IMPACT/FINANCING

Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries. Consideration for funding stormwater related projects and programs are

CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2021-22

March 16, 2021

Page 2 of 2

presented in the attached annual report (Attachment 1) and shown on the following table.

Section	Description	Amount
A-1	Phase II Trash TMDL Compliance: Connector Pipe Screen and Automatic Retractable Screens	\$125,000.00
A-2	A. IC Inspections/MS4 Permit	\$75,000.00
	B. CIP Re-Evaluation for Stormwater Improvements Program	\$50,000.00
A-3	A. Nationwide Environmental Services (Catch Basin Cleaning)	\$68,110.00
	B. Nationwide Environmental Services (Street Sweeping)	\$70,850.00
A-4	Stakeholder and Community Outreach	\$5,000.00
A-5	Post Construction Monitoring	\$0.00
	Total =	\$393,960.00

County revenues collected in FY 2020-21 are expected to become available in August of 2021 after the County evaluates the City's Annual Plan. SCW Program payments distributed to the City shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the City only for eligible expenditures consistent with the requirements of the SCW Program. The Safe Clean Water Program 2020-21 Local Tax Return Estimate local return is approximately \$400,000. Current totals reflect all ad valorem exemptions for 2021 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. County Annual Expenditure Plan FY 2021-22

ATTACHMENT A

City of Huntington Park Annual Expenditure Plan FY 2021-2022



APRIL 1, 2021

**City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90225**

**Los Angeles County
Flood Control District's
Safe and Clean Water Program**



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1. PROJECTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The City of Huntington Park (City) anticipates funding the following project:

Phase II Trash TMDL Compliance (Full Capture Device Installation)

This project consists of purchasing and installing trash capture devices in catch basins. The devices will be connector pipe screens certified as full trash capture by the State Water Board. The devices will be installed in high priority land uses as defined by the Statewide Trash Provisions (industrial, commercial, high density residential, mixed use, and transportation).

A. Los Angeles River Watershed Trash Total Maximum Daily Load (TMDL)

a) Trash TMDL requires progressive annual reductions in discharges of trash from the MS4 from the established baseline identified in the City's annual report until the final numeric target of zero trash discharge is attained. Full capture systems are specific structural best management practices that have been determined to meet the requirements of the TMDL.

- Sized to treat no less than the peak flowrate resulting from a 1-year, 1-hour storm event or peak flows from storm drain events.
- No bypass of trash below the design storm under maximum operational loading conditions.
- Trap all particles that are 5 mm or greater up to the design flow or at least the same peak flows from the corresponding storm drain; and do not have a diversion structure present upstream such that a portion of the peak flow is not treated to trap all particles 5 mm or greater.
- Captures trash that would otherwise be conveyed through the storm drain system.
- Provides multiple benefits including improved water quality, improved recreational opportunities in accessible downstream waterways (e.g., the beach) and progress toward compliance with the Statewide Trash Provisions.

b) Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS)

- This metal screen assembly is installed inside a catch basin, in front of the outlet pipe and prevents debris from entering the storm drain system. A CPS unit is designed to retain all trash and solids larger than 5 mm (0.197 in) inside the catch basin and retains large volumes of sediment. The trash capture and storage capacity depend upon the size of the catch basin.
- The ARS units prevent trash and debris from entering the City's catch basin storm drain system during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers.
- City to re-inventory catch basins for structural CPS and ARS units (City and Los Angeles County).

- The project requires a skilled workforce to ensure proper procurement, installation, maintenance, and record-keeping/reporting of the trash capture devices.

2. PROGRAMS

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A. IC Inspection/MS4 Permit

- a) Industrial/Commercial Facility Inspection and BMP Training. The main purpose of the stormwater inspection program is to protect the health and wellness of the City's residents by protecting the beneficial uses, marine habitats, and ecosystems of receiving waters from pollutants carried by stormwater and non-stormwater discharges. The intent is to enhance and protect the water quality of the receiving waters consistent with the Clean Water Act and the Los Angeles County MS4 Permit Part 4, C. Industrial/Commercial Facilities Control Program of the Municipal NPDES Permit. Industrial and commercial facilities shall implement BMPs to prevent stormwater pollution.

B. Capital Improvements Plan (CIP) for Stormwater Improvements Program

- a) The CIP Stormwater Program will analyze the CIP list that is developed each year by City Council to determine if and where the opportunity to include stormwater elements into the CIP projects is possible. The program will have the city's National Pollutant Discharge Elimination Systems (NPDES) team evaluate each project on the CIP individually to determine where the opportunity areas are. From there, they will coordinate with the City Engineer to discuss ideas and feasibility.
- b) Develop a report detailing which current CIP's are eligible for stormwater enhancements as well as a Master Plan with a catalog of viable new CIP projects to establish a pipeline for future use.

This program will allow the City to further enrich their already environmentally conscious practices and program elements by developing more structural BMP's throughout the City in instances where the City could not come up with an entirely new stormwater project, whether the constraints be related to funding or just simply because they weren't aware that the opportunity to include pollution reduction measures existed in the project area.

Within the program, all types of stormwater infrastructure and nature-based solutions will be considered to ensure that no matter the scenario, a stormwater BMP of any magnitude, structural or nonstructural, will be implemented to work towards the goal of improving water quality for the region. This Program will capture billions of gallons of water that is lost each year by expanding the CIP projects to include infrastructure to capture and infiltrate all flows that occur in the area. Structural and large-scale projects will remain at

the forefront when designing these projects to ensure a greater impact when it comes to stormwater capture. Capturing larger portions of the city's stormwater flows will thus reduce the trash and pollutant load that makes it into the storm drain system that leads to the coastal waters and beaches.

3. OPERATION AND MAINTENANCE ACTIVITIES

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

Regular inspection and maintenance are an ongoing regulatory responsibility of the City. Responsibilities typically include regular inspections throughout the year, maintaining inspection records, and often annual inspections and reporting. Operation and maintenance activities of infrastructure associated with stormwater devices are critical in protecting water quality from the impacts of development and redevelopment projects. However, infrastructure projects will not function correctly nor remain effective if regularly scheduled maintenance is not performed. Preventative maintenance is a cost effective and efficient method of ensuring minimizing infrastructure degradation. All inspection and maintenance activities must be recorded. One easy way to do this is to create an Inspection and Maintenance checklist. Structural deficiencies can affect the integrity of structures and public safety. Preventive maintenance on mechanical components will be included on routine inspections.

Developing an operation and maintenance plan or manual is essential and will include basic elements such as:

- Maintenance schedules
- Inspection requirements
- Frequency of inspections
- Easements or covenants for maintenance
- Identification of funding sources

The most effective way to maintain the City's stormwater facility is to prevent pollutants from entering the facility in the first place. Common pollutants include sediment, trash and debris, chemicals, pet wastes, runoff from stored materials, illicit discharges into the storm drainage system and many others. A thorough maintenance program will include measures to address these potential contaminants, and will save money and time in the long run. Key points to consider in your maintenance program include:

- Educate City employees/residents on how their actions impact water quality and how they can help reduce maintenance costs
- Keep properties, streets, curb & gutters and parking lots free of trash, debris and lawn clippings
- Ensure the proper disposal of hazardous wastes and chemicals
- Plan lawn care to minimize the use of chemicals and pesticides
- Attentive and alert to automobiles leaking fluids
- Use absorbents to soak up drippings and dispose of properly

Institutional control measures that do not require any construction or installation of devices will be utilized. These non-structural best management practices include street sweeping and cleaning catch basins that discharge to the City's storm drains.

- A. Nationwide Environmental Services (Catch Basin Cleaning)
 - a) Catch basin cleaning is an important mandate due to the residue and debris which accumulates in storm drains. Catch basin cleaning is a program utilized by the City as an efficient and cost-effective method for cleaning and preventing the transport of sediment and pollutants to receiving water bodies. Catch basin cleaning includes maintaining catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS). It also includes inspecting, clearing all debris, and performing any required minor repairs to catch basins.
 - b) Typical maintenance of catch basins includes trash removal if a screen or other debris capturing device is used, and removal of sediment using a vactor truck. Operators are properly trained in catch basin maintenance. Maintenance includes keeping a log of the amount of sediment collected and the date of removal.
- B. Nationwide Environmental Services (Street Sweeping)
 - a) Street sweeping is necessary to keep the City's streets and storm drains clean. An average of 11-12 tons is collected per day. Anything that is dumped into the storm drains may potentially end up going to the ocean or nearby waterbodies.

4. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGEMENT ACTIVITIES

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

The City collaborates with TreePeople. TreePeople is an environmental nonprofit organization whose mission is to inspire, engage and support people to take personal responsibility for the urban environment, making it safe, healthy, fun and sustainable and to share our process as a model for the world. TreePeople's mission is for region to develop tree canopies, which increases healthy soil and propels to clean local water through the empowerment of its stakeholders and policymakers.

Communities for a Better Environment (CBE) has partnered with the City and the California Environmental Justice Alliance on the Brown to Green project. Center for Public Environmental Oversight, Center for Creative Land Recycling, EPA region 9, and Cal/EPA's Department of Toxic Substances Control have provided invaluable technical support and information to support this region. CBE held a visioning forum at Huntington Park High School and invited community members to construct models of their idea of a revitalized Huntington Park community using recycled objects.

The City plans on providing outreach/education to the 32 schools within its borders and educate students on the environmental impacts associated with stormwater. Community engagement associated with stormwater environmental impacts is of the utmost

importance. Public Education and Outreach minimum control measure is one measure the City takes on as the operator of a MS4 program. The City's stormwater management program conditions this as a compliance effort required per the NPDES stormwater permit. Stakeholder's support is particularly beneficial when the City attempt to institute new funding initiatives for stormwater capture devices (infiltration and filtration). Increase in compliance efforts can be documented through the program as the public becomes aware of the personal responsibilities expected of them and others in the community, including the individual actions they can be taken to protect and improve the quality of our surrounding water bodies.

5. POST-CONSTRUCTION MONITORING

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

After the construction and conclusion of the project, every third month (pre-storm and post-storm that coincides with the dry and wet-weather events) will be monitored. The source, quantity, frequency, and characteristics of non-stormwater discharges and associated drainage area will be documented. Goal is to demonstrate to the State that monitoring sites will be monitored three times per year and will rotate between the first, second and third storm events. Following are applicable points associated with the monitoring program.

- Weather information including beginning and end of storm, and amount of rainfall (inch)
- An evaluation of all applicable BMPs and TMDLs will be monitored and any deficiencies will be noted
- Recommendations or design changes to BMPs/TMDLs compliance structural efforts will be applied
- Monitoring of all BMPs/TMDLs during inclement weather: Type of Storm Event Qualify for Monitoring
- Corrective action required
- Preparation for Monitoring
- Determine dates to collect samples
- Determine Which Types of Monitoring Requirements Apply at Each Outfall and if there are exceedances that require additional monitoring
- Project facilitates mitigation efforts to monitor and treat impaired water systems
- Select a Laboratory to Analyze the Samples
- Conduct/Document Monitoring Procedures
- Annual reports
- Date, place and time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation
- Individual(s) who performed the facility inspections, sampling, visual observation, inspections and/or measurements.
- Date and approximate time of analyses
- Summary of all analytical results from the last three years, the method detection limits and reporting units, the analytical
- Techniques or methods used

- Quality assurance/quality control records and results
- Quality Assurance Considerations
- Evaluate Monitoring Results
- Evaluating Benchmark Monitoring Results
- Reporting Monitoring Data

The City will identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.

6. STATUS OF AWARDED PROJECTS

A-5. Provided the status of projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

Not Applicable

7. BUDGET

Section	Description	Amount
A-1	Phase II Trash TMDL Compliance: Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS)	\$125,000.00
A-2	A. IC Inspections/MS4 Permit (\$75,000) B. CIP Re-Evaluation for Stormwater Improvements Program (\$50,000)	\$125,000.00
A-3	A. Nationwide Environmental Services (Catch Basin Cleaning) (\$68,110) B. Nationwide Environmental Services (Street Sweeping: (\$70,850)	\$138,960.00
A-4	Stakeholder and Community Outreach	\$5,000.00
A-5	Post Construction Monitoring	\$0.00
	Total	\$393,960.00

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 16, 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 SETTING PUBLIC HEARING FOR THE
ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT
OF PARCELS 6310-016-005, 6310-016-006, 6310-016-007 AND 6310-016-009 FOR
PUBLIC RIGHT-OF-WAY ON SLAUSON AVENUE AND BICKETT STREET**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve setting Public Hearing of April 6, 2021 for the acceptance of the irrevocable offer of dedication of a segment of parcels 6310-016-005, -006, -007 and -009 for public right-of-way purposes on Slauson Avenue and Bickett Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The commercial development located on the northwest corner of Slauson Avenue and Bickett Street was conditioned to dedicate five-feet (5') on Slauson Avenue affecting parcels 6310-016-005, -006 and -007 and ten-feet (10') on Bickett Street affecting parcels 6310-016-005 and -009. The dedication includes access rights and abutters' rights, drainage, public green ways, scenic easements, public utility easements and other public easements.

The requirement to dedicate the segments on each of the four parcels is required in compliance with the City's Municipal Code Section 10-13.110 Dedications and General Plan. Additionally, the dedication brings the public right-of-way in compliance with the Federal Highway Administration's Classification of Slauson Avenue as other principal arterial and Bickett Street as a local roadway under the Functional Classification System.

The City's General Plan classifies Slauson Avenue as a major roadway arterial per Section 3.2 – Major Roadways (page 3-5). The main function of a Major Arterial is to provide regional, sub-regional, and intra-city travel service. Major arterial roadways typically contain 84 feet of paving within a 100-foot right-of-way. Currently, the right-of-way is 90-feet on this segment of Slauson Avenue (45-feet from centerline to the development's property line). The existing right-of-way along Bickett Street is 40-feet. The addition of 10-feet from the westerly parcels along Bickett Street gets the City closer to the ultimate right-of-way width for a local street of 60-feet (30-feet from centerline to the development's property line).

**CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE
ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT
OF PARCELS 6310-016-005, 6310-016-006, 6310-016-007 AND 6310-016-009 FOR
PUBLIC RIGHT-OF-WAY ON SLAUSON AVENUE AND BICKETT STREET**

March 16, 2021

Page 2 of 3

The community benefit is that in the future, the City will have the ability to widen Slauson Avenue and Bickett Street to enhance the flow of traffic.

LEGAL REQUIREMENT

Per California Government Code Section 27281 and the City's Municipal Code Section 10-13.110 Dedications, the City Council must formally adopt via Resolution the acceptance of the Irrevocable offer of Dedication. The recommended action to initiate the public street dedication process to dedicate land for street purposes for Slauson Avenue and Bickett Street is in accordance with Section 55476 of the California Subdivision Map Act.

The following State of California Government Code codifies the Title, Division, Chapter and Articles pertaining to dedication of land:

- **TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]** (Heading of Title 7 amended by Stats. 1974, Ch. 1536.)
 - **DIVISION 2. SUBDIVISIONS [66410 - 66499.38]** (Division 2 added by Stats. 1974, Ch. 1536.)
 - **CHAPTER 4. Requirements [66473 - 66498]** (Chapter 4 added by Stats. 1974, Ch. 1536.)
 - **ARTICLE 3. Dedications [66475 - 66478]** (Article 3 added by Stats. 1974, Ch. 1536.)
 - **GOV § 66475.**

The applicant has provided the necessary plat map and legal description exhibits for recordation through the Los Angeles County Recorder's Office. The final form of the legal description for the public street right-of-way segments on Slauson Avenue and Bickett Street to be dedicated were reviewed by the City Engineer and conform to all applicable rules and regulations.

The Public Hearing must be conducted and ultimate City Council approval and acceptance of the dedicated right-of-way segments must take place prior to the recordation of the Irrevocable Offer of Dedication with the County of Los Angeles Recorder's Office.

ENVIRONMENTAL CONSIDERATIONS

The project has been determined to be exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301(c), which exempts minor alterations to existing public streets, involving negligible or no expansion of use. None of the exceptions in CEQA Guidelines Section 15300.2 exists, and no historic resources will be impacted by the proposed project.

FISCAL IMPACT/FINANCING

**CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE
ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT
OF PARCELS 6310-016-005, 6310-016-006, 6310-016-007 AND 6310-016-009 FOR
PUBLIC RIGHT-OF-WAY ON SLAUSON AVENUE AND BICKETT STREET**

March 16, 2021

Page 3 of 3

Approval of the recommended action will have no adverse fiscal impact, and impose no direct cost on the City. The property owner is solely responsible for the cost associated with the drafting of the documents that will be recorded through the Los Angeles County Recorder's Office.

CONCLUSION

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

Respectfully submitted,

A blue ink signature of the name Ricardo Reyes.

RICARDO REYES
City Manager

A black ink signature of the name Cesar Roldan.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Exhibit "A" Legal Description and "B" Plat Map

ATTACHMENT A

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LAND, LYING WITHIN LOT 4 OF TRACT NO. 11317, AS PER MAP RECORDED IN BOOK 219, PAGE 23 OF MAPS, TOGETHER WITH PORTIONS OF THE GRANT DEED RECORDED MAY 25, 2005 AS INSTRUMENT NO. 05-1223282, THE GRANT DEED RECORDED MAY 24, 1983 AS INSTRUMENT NO. 83-583161, AND THE GRANT DEED RECORDED DECEMBER 03, 1996 AS INSTRUMENT NO. 96-1937191, ALL OF OFFICIAL RECORDS, AND AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 324, PAGE 25 OF RECORDS OF SURVEY, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE ALONG THE EAST LINES OF SAID LOT AND GRANT DEED RECORDED MAY 25, 2005 AS INSTRUMENT NO. 05-1223282, SOUTH 01°15'09" EAST, 482.73 FEET TO THE SOUTHEAST CORNER OF SAID GRANT DEED; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINES OF SAID GRANT DEEDS, NORTH 89°57'28" WEST, 501.02 FEET TO THE SOUTHWEST CORNER OF SAID GRANT DEED RECORDED DECEMBER 03, 1996 AS INSTRUMENT NO. 96-1937191; THENCE LEAVING SAID SOUTH LINES AND ALONG THE WEST LINE OF SAID DEED, NORTH 00°10'13" WEST, 5.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 5.00 FEET MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINES OF SAID GRANT DEEDS; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°57'28" EAST, 484.92 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 44°19'18" EAST, 8.40 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET MEASURED AT RIGHT ANGLES, FROM THE EAST LINES OF SAID LOT 4 AND SAID GRANT DEED RECORDED DECEMBER 03, 1996 AS INSTRUMENT NO. 96-1937191; THENCE ALONG SAID PARALLEL LINE, NORTH 01°15'09" WEST, 471.71 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOT, SOUTH 89°56'43" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7,300 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


PASCAL R. APOTHELOZ
LS 7734

02/26/2021
DATE



SHEET 1 OF 1

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

PARCEL 2

PARCEL MAP NO. 26476

P.M.B. 313 / 10 - 12

N89°56'43"W
10.00'

LOT 3

LOT 4
TRACT NO. 11317
M.B. 219/23

RECORD OF SURVEY
R.S.B. 324 / 25

PROPOSED ROW

AREA = 7,300 SQUARE FEET ±

N115°09'09"W 471.71'
S115°09'09"E 482.73'
BICKETT STREET

GRANT DEED
REC. 12/03/1996
INST. NO. 96-1937191, O.R.

GRANT DEED
REC. 05/24/1983
INST. NO. 83-583161, O.R.

GRANT DEED
REC. 05/25/2005
INST. NO. 05-1223282,
O.R.

S89°57'28"E 484.92'
N89°57'28"W 501.02'
SLAUSON AVENUE

LEGEND

- PROPOSED RIGHT-OF-WAY
- UNDERLYING LOT LINE
- CENTERLINE

P.O.B. POINT OF BEGINNING

SCALE: 1"=80'
SHEET 1 OF 1

EXHIBIT "B"
PLAT
CITY OF HUNTINGTON PARK, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

CLOSURE REPORT

Project: Street Dedication

Job No: 20-644

Prepared By: Micheal Speer

Printed: February 26, 2021

STREET DEDICATION

P.O.B. NORTHING: 10,946.2774

P.O.B. EASTING: 7,332.4373

**BEARING: S01°15'09"E
NORTHING: 10,463.6627** **DISTANCE: 482.73'
EASTING: 7,342.9891**

**BEARING: N89°57'28"W
NORTHING: 10,464.0319** **DISTANCE: 501.02'
EASTING: 6,841.9721**

**BEARING: N00°10'13"W
NORTHING: 10,469.0319** **DISTANCE: 5.00'
EASTING: 6,841.9573**

**BEARING: S89°57'28"E
NORTHING: 10,468.6746** **DISTANCE: 484.92'
EASTING: 7,326.8757**

**BEARING: N44°19'18"E
NORTHING: 10,474.6853** **DISTANCE: 8.40'
EASTING: 7,332.7457**

**BEARING: N01°15'09"W
NORTHING: 10,946.2869** **DISTANCE: 471.71'
EASTING: 7,322.4347**

**BEARING: S89°56'43"E
NORTHING: 10,946.2774** **DISTANCE: 10.00'
EASTING: 7,332.4373**

PERIMETER: 1,963.7841'

AREA: 7,300.19 square feet / 0.168 acres

CLOSING DISTANCE: 0.0000'

CLOSING BEARING: N00°00'00"E

PRECISION: 1:196,378,413,541

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 16, 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 AUTHORIZATION TO SOLICIT PROPOSALS FOR THE COTTAGE RESERVOIR REHABILITATION AT WELL 15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to rehabilitate the Cottage Reservoir at Well 15.

BACKGROUND

Staff is seeking proposals from qualified consultants for the interior and exterior renovation and repairs to the Cottage Reservoir (reservoir) located at Well 15. The reservoir is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. Traces of tetrachloroethylene (TCE) and other volatile organic compounds (VOC) have been present in the well. The City received a grant from the Water Replenishment District of Southern California (WRD), with the end goal of mitigating the existing environmental concerns and bringing back the well to working capacity by investing in a Granular Activated Carbon (GAC) system. GAC is commonly employed as an adsorption media in many surface water treatment plants. Most plants, however, also rely on GAC to provide effective filtration, as turbidity reduction is an essential element in maintaining desired water quality. The Well 15 rehabilitation remediates the existing water quality concerns to achieve sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another critical infrastructure component that minimizes the City's dependency on purchasing imported water from Central Basin.

A formal RFP will be published to solicit proposals from qualified firms to provide this service. The following is a tentative schedule:

RFP ISSUED	March 19, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 9, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 14, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 21, 2021
TENTATIVE CITY COUNCIL AWARD DATE	May 4, 2021
APPROXIMATE NOTICE TO PROCEED DATE	May 10, 2021

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FOR THE COTTAGE RESERVOIR REHABILITATION AT WELL 15

March 16, 2021

Page 2 of 2

LEGAL REQUIREMENT

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

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the tasks required from qualified firms to provide pertinent qualifications. The time and location to submit qualifications shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once qualifications are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact. After the proposals are reviewed, staff will submit a staff report to the City Council with our recommendations and fiscal budgetary component.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S):

- A. Cottage Reservoir at Well 15 RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL
COTTAGE RESERVOIR REHABILITATION AT WELL 15**

PROPOSAL DUE DATE: APRIL 21, 2021 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov



CITY OF
HUNTINGTON
PARK

A photograph of a white stone archway with a bell tower and palm trees in the background. To the right of the archway is a sign that reads "CITY OF HUNTINGTON PARK".

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants to renovate and repair the interior and exterior to the Cottage Ground Reservoir at Well 15 (Project). ATTACHMENT 1 contains important dates.

2. OVERVIEW FOR REFERENCE ONLY

The Project located at 6717 Cottage Avenue was originally built in 1956 and constructed of welded steel plate to hold approximately 1.5 million gallons. The Project is located in a primarily industrial area on a 87' by 170' lot with an elevated steel tank and a booster pump station. The tank is approximately 56 feet tall and 68 feet in diameter. It is fed by Well 15 and currently serves as storage for the Cottage Booster Pump Station (Booster Pumps #11 and #15) located at the same site. An elevated 100,000-gallon tank constructed about the same time as the ground tank is located at this site, though not a part of this Project.

Exterior

Foundation – the reservoir rests on a concrete ring wall with an asphalt pad sloping away from the reservoir. The concrete ring wall appears to be in good condition. No anchor bolts or seismic restraints were observed.

Shell Coating – previous inspections noted that exterior shell coating is in poor condition and most recent inspections report widespread heavy chalking (oxidation) of the coating and peeling. Coating appears to have heavier damage in the upper courses on the East and South sides due to increased sun exposure. Rust and rust staining is present in the upper courses and there is extensive rust pitting observed on the east side due to what is most likely bullet strikes which may have damaged the interior coating as well. The inspection in 2005 found that the coating thickness varies widely most likely due to variances on original application and overall deterioration. There is a reddish orange primer coat that was confirmed to contain lead and a silver-green coating that contains zinc and chromium. Further analysis in 2020 confirmed the presence of lead and chromium in the primer coating.

Manway – Existing manway is undersized and needs refurbishment with coating blisters located along the interior edge of the plate. A new properly sized manway is recommended.

Inlet/Outlet – Previous inspections found that the inlet and outlet pipes were in fair condition and clear of blockages. In May of 2019 while observing installation of the new Granular Activated Carbon (GAC) Treatment Plant, it was noticed that the inlet pipe had significant tuberculation on the interior of the pipe requiring the contractor to remove sections of the inlet pipe to make a good connection. This likely exists throughout the both the inlet and outlet pipes and thorough inspections would be recommended.

Vents – Previous inspections have noted that the side vents are partially clogged with paint and are in a location along the upper courses that don't allow for maintenance. These types of open side vents are no longer recommended due to potential dust and debris intrusion. The large finial vent in the center of the tank appears to be in good condition, however in April of 2020, operators noted that a portion of the vent had broken, and the mesh was

subsequently damaged. Due to the condition of the roof, repairs are not possible at this time. The side vents should be covered and the center vent is an outdated design and should be replaced to provide better protection and security.

Roof – Inspection in 2005 noted that the exterior roof coating had failed and was showing signs of heavy chalking with active metal corrosion and metal loss. Later inspections in 2016 noted hundreds of spots where metal corrosion was showing through the coating and the roof structure was noted in poor condition. During the inspection in 2018, the inspector noted at least 30 holes in the roof with scale falling from the roof as workers moved on top of the tank. It was recommended that all staff stay off the roof until repairs can be made.

Hatch – The roof hatch is undersized and is experiencing heavy corrosion and metal loss with one hole noted in 2018. There are no safety handrails adjacent to the hatch as required or tie off points for fall protection.

Ladder – No notes on the exterior ladder were made on 2005 other than an improperly installed safety climb device. Nothing was noted in 2018 specifically regarding the ladder other than the vandal guard was securely locked at the time of inspection.

Interior

Floor – The 2005 inspection did not find any major issues with the floor other than an accumulation of sediment. In 2018, the floor was rated in fair to poor condition with numerous areas of rust and a thick accumulation of rust scale and pieces of failed coating from the roof. Pieces of ladder, a cross member and a roof beam was also found on the floor. One area was examined more closely, pitting of the floor plate was noted where the coating had delaminated and separated from the floor.

Walls – The walls are constructed of plates of steel welded together and stacked to form 7 courses of steel, each approximately 5 to 8 feet tall, getting shorter in the upper courses. Inspections have found that the lower courses (#1 – 3) are in good to fair condition. In 2005, inspections found numerous areas of coating failures, rust scale and exposed steel in the upper courses (#4 – 7). Due to questions of structural strength of these upper courses, it was determined to lower the operational water level in the tank to less than 25'. Later inspections in 2018 found that the walls continued to deteriorate at a rapid pace. Widespread cracking of the coating was observed from the middle of course 4 and above to the roof. Approximately 50% of the coating was missing with widespread scale formation present and active metal loss occurring.

Ladder - Ladder was noted in poor condition in 2005 with an estimated 50% metal loss and heavy corrosion present on the upper sections. In 2018, the upper portion of the ladder was completely missing, with pieces of the ladder noted on the floor. The lower sections of the ladder are noted in fair condition but is not recommended for use.

Column – Column conditions mimic the walls with the upper sections in poor condition and lower below the waterline in fair condition and the base appearing stable. Widespread

coating failure and scale formation was observed in upper section but currently does not appear to have any twisting or buckling.

Roof – In 2005, inspections noted that the interior roof was in poor condition with numerous areas of coating failure and corrosion. Corrosion on the beam fasteners was noted as heavy with significant metal loss noted. Roof plating in poor condition with coating in poor condition and metal exposed with active metal loss occurring. The inspection in 2018 was significantly worse, with at least 30 holes noted in the roof plate, one crossbeam and roof beam had fallen to the floor due to fastener failure. One beam was observed hanging from the center column at which point the interior inspection was halted due to safety concerns. Inspector noted that sizable pieces of scale continually fell while staff walked on the roof during his short inspection.

Drain – Previous inspections do not reference an internal drain and operators are not aware of a drain for this reservoir but the inspection in 2018 shows that a drain structure does exist but is currently clogged and filled with scale. On my last site visit an underground valve and pipe was located that is likely the floor drain of the reservoir but the pipe outlet was plugged with wood and concrete block. It is possible that the drain was leaking and was abandoned sometime in the past. A new drain is recommended to be installed.

Overflow Weir – Previous inspections do not mention the overflow weir but in 2018, the inspector observed that the overflow weir is in poor condition which is to be expected as it is located above the waterline in the upper section of the tank. Due to safety concerns the overflow structure was not inspected closely.

3. SCOPE OF SERVICES

The consultant applying should have significant experience in making reparations to reservoirs related to a municipal and private water system. The selected Consultant shall provide the full range of services required to complete this Project.

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

The proposed Scope of Services for completing the City's Project is described below. The consultant will work under the direction of the Director of Public Works. Consultant shall perform the following tasks in preparation of the Project.

Pre-Renovation Inspection

1. Upon execution and deployment to site, Company shall install door sheet entry way to provide access to tank interior for the duration of the renovation process.

2. A complete inspection of interior and exterior tank roof and associated support structure will be completed in effort to more adequately determine integrity of tank roof and associated support structure. Inspection to be completed prior to start of renovation procedure to effort to provide utility with additional information regarding financial liability over and above proposal cost associated with below scope of work.

Lead Abatement General Requirements

1. Company shall remove 100 percent of the existing lead containing coating systems. Surfaces of welds shall be scraped, chipped and wire brushed as necessary to remove all residual coating and residue.
2. All lead abatement operations, including recovery and disposal of blasting materials, shall be performed in accordance with the applicable regulations and ordinances.
3. All lead abatement workers and supervisors and lead inspectors shall be certified in accordance with 19 CFR 20-8.020.
4. The Company shall provide copies of the testing data and permits required to prove to appropriate regulatory agencies that blasting residue is safe for disposal in a sanitary landfill.

Containment

1. Company shall provide a containment system to prevent the migration of any hazardous blast media, dust and coating residue onto or from the property of the Owner. The containment system shall provide the highest level of emission control required by governmental regulation and include the cover panels, screens, tarps, scaffolds, supports and shrouds used to enclose an entire work area. Refer to SSPCGuide 6 (CON) Guide for Containing Debris Generated During Paint Removal Operations. Containment and collection shall be in accordance with applicable federal, state and local requirements.

Interior Renovation

1. Existing coal tar epoxy shall be removed in manner applicable to the state of the coating system.
2. 100% of tank interior will be abrasive blasted in accordance with SSPC SP #10 Near White Metal Blast Guidelines.
3. One (1) full primer coat of a compatible coating shall be applied to 100% of interior surfaces.
4. One (1) full finish coat of a compatible coating shall be applied to 100% of interior surfaces.

Exterior Renovation

1. Exterior of Water Storage Tank shall be abrasive blasted in accordance with SSPC SP #6 Commercial Blast Guidelines.
2. One (1) full coat of Zinc based primer shall be applied to 100% of exterior surfaces.
3. One (1) full intermediate coat of a compatible coating shall be applied to 100% of exterior surfaces.
4. One (1) full finish coat of a compatible coating shall be applied to 100% of exterior surfaces.

Repairs

1. Install Climb Preventative Shield on Water Storage Tank Access Ladder.
2. Install Cable Type Safety Climb on Water Storage Tank Access Ladder.
3. Install new 30" Riser Manway at Water Storage Tank Sidewall with "Repad" and Davit Arm.
4. Install OSAH Compliant Interior Ladder.
5. Install New 24" Pallet Style Debris Free Vent.
6. Replace up to Twelve (12) Interior Roof Beams.
7. Plate and Seal all Sidewall Vents by Welding.
8. Install Temporary Door Sheet to Provide for access to Tank Interior.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

5. INSURANCE REQUIREMENTS

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

6. EVALUATION CRITERIA

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

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

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

7. SELECTION PROCESS

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

8. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1-page may be included to

highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

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

References: Each consultant must include at least 2 public/private agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past plans in which the personnel to be used by consultant for this contract were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

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

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

9. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "Cottage Reservoir at Well 15" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

10. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 9, 2021**. In response to all questions received by this date, City will issue an Addendum no later than **APRIL 14, 2021**. The addendum will be emailed to all RFP recipients on record.

11. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, APRIL 21, 2021** to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

- Preparing and submitting information in response to this RFP

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

IMPORTANT DATES

RFP ISSUED	March 19, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 9, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 14, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 21, 2021
TENTATIVE CITY COUNCIL AWARD DATE	May 4, 2021
APPROXIMATE NOTICE TO PROCEED DATE	May 10, 2021

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

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

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

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

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

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

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

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

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

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

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

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

V.
INDEMNIFICATION

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

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

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

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK: **[NAME OF CONSULTANT]**

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

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

• **General Liability** – Minimum Limits of: *(Pending Event)*

- \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
- Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

Request for Proposal
Cottage Reservoir at Well 15

Page | 35

SUBJECT TO CHANGE ACCORDING TO EVENT

CERTIFICATE OF LIABILITY INSURANCE																																																																																								
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																																								
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<p>COVERS: CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY RESTATEMENT, THIS CERTIFICATE IS NOT A CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																																																																								
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)</p> <div style="border: 1px solid black; padding: 5px; width: 100%;"> <p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p> </div>																																																																																								
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<p>ACORD 25 (2016/03) The ACORD name and logo are registeredmarks of ACORD</p> <p>© 1988-2015 ACORD CORPORATION. All rights reserved.</p>																																																																																								
<p>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable</p>																																																																																								

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

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

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

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

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

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

ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 16, 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 A LETTER OF SUPPORT FROM THE CITY OF HUNTINGTON PARK TO A COALITION OF EIGHT CORRIDOR CITIES, ORGANIZED THROUGH ECO-RAPID TRANSIT, TO SUBMIT A FUNDING APPLICATION FOR THE WEST SANTA ANA GOVERNANCE PLAN.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Letter of Support to Eco-Rapid requesting funds from Metro; and
2. Authorize City Manager to execute the letter and related documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In May 2019, Metro released its Transit Oriented Development Strategic Implementation Plan (TOD SIP) for the West Santa Branch Corridor. The TOD SIP provides an overarching vision and plans, policies and economic development and mobility strategies in the 12 station areas on the alignment. It contained information and recommendations that will provide equity and sustainability through the station areas, and it will improve safety and accessibility via multiple modes of mobility as well. Implementing the WSAB line with attention to social equity is a high priority for Metro as Huntington Park and several corridor cities are categorized as an Equity Focus Community.

During its October 2019 meeting, the Metro board authorized \$1,000,000 to support cities along the WSAB corridor for the following activities:

- Conduct new planning studies related to TOD SIP recommendations;
- Provide grant matching funds to enable jurisdictions to pursue grant opportunities; and

CONSIDERATION AND APPROVAL OF A LETTER OF SUPPORT FROM THE CITY OF HUNTINGTON PARK TO A COALITION OF EIGHT CORRIDOR CITIES, ORGANIZED THROUGH ECO-RAPID TRANSIT, TO SUBMIT A FUNDING APPLICATION FOR THE WEST SANTA ANA GOVERNANCE PLAN.

MARCH, 16 2021

Page 2 of 3

- Provide short term loans to provide jurisdictions the cash flow they need to take on typical grant reimbursement requirements.

As part of the guidelines for the application process, Metro informed the cities along the corridor that they were entitled to a maximum of \$200,000 on funding to supplement their WSAB activities.

On June 16, 2020, the City Council approved the submittal of the Metro Grant Matching Funds application, and on August 2020, the City of Huntington Park submitted an application to Metro requesting funding for a local matching contribution to deliver two Transit Oriented Community (TOC) Specific Plans for the WSAB stations in the City of Huntington Park, and on January 28, 2021, Metro notified the City that they have approved the City's request condition to the final completion of a funding agreement with Metro.

WSAB Coalition of Eight Corridor Cities

A coalition of eight corridor cities organized through Eco-Rapid Transit and lead by Artesia and Huntington Park will submit an application for the WSAB Corridor Governance Plan (the Plan). The Plan is a multi-jurisdictional project to determine the optimal corridor governance structure to implement the advance of the governance approaches in the TOD SIP to meet corridor-wide and community specific needs.

The selected structure will support a corridor-wide collaborative approach to funding, policy, planning, equity and implementation with a focus on creating or enhancing revenue streams via corridor funding and financing opportunities that can add value, reduce costs, and increase return on investment. The TOD SIP priorities of sustainability, equitable economic and community development, mobility, and transit supportive planning will guide the project.

Eight cities that are part of the corridor has agreed to contribute a portion of its potential \$200,000 eligibility towards the Plan for a sub total amount of \$160,000.00 at this point. Metro has requested a support letter from each co-applicant to confirm its contribution and participation in the Plan. The recommendation is for the Council to authorize the City Manager to execute the support letter (Attachment) and add the City of Huntington Park to the list.

FISCAL IMPACT/FINANCING

The commitment from Metro at this point is to provide the City of Huntington Park \$81,111.00 for local matching contribution for professional administrative services. If Council approves the letter of support for the application, this will serve as a written confirmation that the City agrees to contribute a proportion of the potential \$200,000 of eligible TOD SIP implementation funding that the City could apply in the future.

CONSIDERATION AND APPROVAL OF A LETTER OF SUPPORT FROM THE CITY OF HUNTINGTON PARK TO A COALITION OF EIGHT CORRIDOR CITIES, ORGANIZED THROUGH ECO-RAPID TRANSIT, TO SUBMIT A FUNDING APPLICATION FOR THE WEST SANTA ANA GOVERNANCE PLAN.

MARCH, 16 2021

Page 3 of 3

There are a total of 9 (nine) cities participating along the WSAB Project corridor, and the proposed request from Eco-Rapid is an allocation of \$20,000 per City, this equates to the \$180,000.00 they will be requesting from Metro. If the request is approved, \$20,000 out of the potential \$200,000.00 the City could apply will be added to the \$81,111.00 already approved for the City, making a total of \$101,111.00 and leaving the City with the possibility to apply in the future for the remaining amount of \$98,889.00.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

If approved, under this proposed request, Eco-Rapid Transit will take the lead to manage the process and funding provided by Metro.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Draft – Letter of Support

ATTACHMENT A



Office of the City Manager

March 16, 2021

Elizabeth Carvajal
Sr. Director, Transit Oriented Communities
LA Metro
One Gateway Plaza
Los Angeles, CA 90012

Dear Ms. Carvajal:

The City of XXXXXX (the City) is splitting the funding request of \$180,000 proportionally with each jurisdiction listed on the submitted application for the WSAB Corridor Plan of the TOD SIP Implementation Program, and this letter will serve as written confirmation that the City is agreeing to contribute a proportion of the \$200,000 of eligible TOD SIP implementation funding that it could apply for in the future.

Also, the City is committing the following:

Department	Percentage of Staff Time as Part of the Project	Activities
Planning	2.5%	Provide feedback and input on plan components
Administration	2.5%	Provide feedback and input on plan components

Please contact me at (323) 6200 if there are any questions.

Respectfully,

Ricardo Reyes
City Manager
City of Huntington Park

ITEM NO. 7



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

March 16, 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:

APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION TO ALLOW THE INSTALLATION OF FIVE WIRELESS ACCESS POINTS TO EXISTING CITY FACILITIES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Resolution 2021-05 adopting a categorical exemption to allow the installation of five wireless access points to existing city facilities.

BACKGROUND

On March 2, 2021, the City Council approved a third amendment to an existing agreement with LAN Wan Enterprises, Inc. for information technology support services. One of the components of the information technology support services to be provided by LAN WAN Enterprise Inc. is to install wireless access points on existing City Facilities to provide free internet access to low-income areas, and for students with access to free Wi-Fi in City Parks to support distance learning

All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied for this project, and the City Council has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines Section 15301 – existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in Section 15301.

Findings

The proposed project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (Existing Facilities) Class 1 categorical exemption because the project consists of the operation, repair, maintenance, permitting, leasing,

APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION TO ALLOW THE INSTALLATION OF FIVE WIRELESS ACCESS POINTS TO EXISTING CITY FACILITIES

March 16, 2021

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licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The proposed project consists of the installation of five wireless access points to existing City facilities. The installation of the five wireless access points will result in a minor alteration of existing City facilities. The wireless access points are cylindrical boxes whose dimensions are 9.4 inches by 9.4 inches by 7.5 inches. No further environmental assessment is required.

FISCAL IMPACT/FINANCING

During the March 2, 2021, the City Council approved a budget appropriation in the amount of \$214,131.42 in account number 239-6010-451.76-15 – CDBG Fund - Wi-Fi Access Project for a one-time project expenditure for FY 2020-2021. The approval of this Resolution will not increase the previously approved amount.

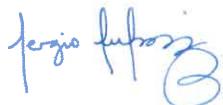
CONCLUSION

Upon approval, staff will file the proper documentation.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Resolution 2021-05

ATTACHMENT A

RESOLUTION NO. 2021-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION TO ALLOW THE
INSTALLATION OF FIVE WIRELESS ACCESS POINTS TO EXISTING CITY
FACILITIES**

WHEREAS, on March 2, 2021, the City Council approved a third amendment to an existing agreement with LAN WAN Enterprise, Inc. for information technology support services; and

WHEREAS, one of the components of the information technology support services to be provided by LAN WAN Enterprise, Inc. was to install via wireless access points on existing City facilities to provide free Internet access to assist low-income areas, and for students with access to free Wi-Fi in City Parks to support distanced learning; and

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied; and

WHEREAS, the City Council has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines Section 15301 – existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in Section 15301; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the City Council of the City of Huntington Park, after due consideration of all evidence offered for review, does independently find and determine the following:

SECTION 1: FINDINGS. That the proposed project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (Existing Facilities) Class 1 categorical exemption because the project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The proposed project consists of the installation of five wireless access points to existing City facilities. The installation of the five wireless access points will result in a minor alteration of existing City facilities. The wireless access points are rectangular boxes whose dimensions are eleven inches by seven inches. No further environmental assessment is required.

SECTION 2: SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

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

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, THIS 16TH DAY OF MARCH, 2021.

Manuel "Manny" Avila, Mayor

ATTEST:

Sergio Infanzon, Acting City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

ITEM NO. 8

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, March 15, 2021

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 8. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO PREPARE A HOUSING ELEMENT FOR THE 6TH REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) CYCLE.**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

- 1. Approve a Professional Services Agreement (PSA) with JHD Planning LLC (JHD) to prepare the RHNA 6th Cycle Housing Element and related documents for a not-to-exceed amount of \$40,000; and**
- 2. Appropriate the amount of \$40,000 from the LEAP Grant approved by the State, up to \$150,000 is to be reimbursed to the City by the State; and**
- 3. Authorize the City Manager to execute the PSA.**

ITEM AVAILABLE MONDAY, MARCH 15, 2021

ITEM NO. 9

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, March 15, 2021

REGULAR AGENDA

CITY COUNCIL

9. CONSIDERATION AND APPROVAL OF CREATING A BLUE RIBBON COMMITTEE ON POLICE DEPARTMENT OPERATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve creating a Blue Ribbon Committee on Police Department Operations with the mission to improve public transparency and accountability with respect to the City Police Department

ITEM AVAILABLE MONDAY, MARCH 15, 2021

ITEM NO. 10

COUNCIL REORGANIZATION

