

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, April 20, 2021**

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

**Graciela Ortiz**  
Mayor

**Eduardo “Eddie” Martinez**  
Vice Mayor

**Karina Macias**  
Council Member

**Marilyn Sanabria**  
Council Member

**Manuel “Manny” Avila**  
Council Member



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

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

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

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

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

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

#### **Public Comment**

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

*In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at [www.hPCA.gov](http://www.hPCA.gov).*

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

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

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

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

## **Additions/Deletions to Agenda**

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

## **Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. Presentation Resolution in Support of Fair Housing Month
2. Presentation Proclamation in Support of Donate Life Month

## **PUBLIC COMMENT**

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

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

## **STAFF RESPONSE**

### **RECESS TO CLOSED SESSION**

## **CLOSED SESSION –**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Government Code Section 54956.9(d)(4)  
Consideration of Initiation of Litigation - One Matter

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles County Superior Court Case No. 20STCP03947

## **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 March 16, 2021**

### **FINANCE**

2. **Approve Accounts Payable and Payroll Warrant(s) dated April 20, 2021**

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

### **PUBLIC WORKS**

3. **CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED CONSULTANTS TO INVENTORY AND OBTAIN PERMITS FOR INSTALLATION OF CONNECTOR PIPE SCREENS AND AUTOMATIC RETRACTABLE SCREENS ON CITY AND LOS ANGELES COUNTY FLOOD CONTROL CATCH BASINS IN COMPLIANCE WITH MS4 PERMIT**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to inventory and inspect all catch basins within the City's right-of-way; and
2. Obtain permits from the Los Angeles County Flood Control District (LACFCD) permit to install Connector Pipe Screens and Automatic Retractable Screens on LACFCD and City-owned catch basins.

**4. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE URBAN WATER MANAGEMENT PLAN**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the Urban Water Management Plan.

**5. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the America's Water Infrastructure Act Risk and Resilience Assessment Report.

**6. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT OF PARCELS 6318-007-012 AND 6318-007-004 FOR PUBLIC RIGHT-OF-WAY AT 6241 MAYWOOD AVENUE**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the irrevocable offer of dedication of a segment of parcels 6318-007-012 and 6318-007-004 for public right-of-way purposes at 6241 Maywood Avenue.

**7. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED CONSULTANTS TO PROVIDE MS4 COMPLIANCE SERVICES**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to provide compliance services as it relates to the current Los Angeles County MS4 Permit.

**POLICE**

**8. CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$28,308.00 in account 227-0000-331.20-05;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$28,308.00 in the City's FY 20-21 budget for purchase of computer software for the police department in account number 227-7119-421.74-10.

**COMMUNITY DEVELOPMENT**

9. **CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the City Manager to negotiate and execute the temporary agreement.

**CITY COUNCIL**

10. **RESOLUTION NO. 2021-07 IN SUPPORT OF CAL CARE (AB1400) AND MEDICARE FOR ALL**
11. **REQUEST TO SUPPORT METRO FARELESS SYSTEM INITIATIVE FOR COMMUNITY COLLEGE STUDENTS**

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Eduardo “Eddie” Martinez**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

**Vice Mayor Graciela Ortiz**

**Mayor Manuel “Manny” Avila**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 04, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 15th Day of April 2021.



Sergio Infanzon, Acting City Clerk



**ITEM NO. 1**



## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, March 16, 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 16, 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; Nita McKay, Director of Finance & Administrative Services **ABSENT:** Alvarez-Glasman, City Attorney; Cynthia Norzagaray, Director of Parks & Recreation

### **INVOCATION**

Invocation was led by Council Member Macias.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Martinez.

### **PRESENTATIONS**

1. Mayor Avila announced the Presentation of "The Red Cross Proclamation" and introduced Vice Mayor Graciela Ortiz to make the presentation. Veronica Garcia, a representative from the Red Cross, called to thank the City Council for its support.
2. Mayor Avila announced the Mayor's First Annual Employee Recognition and presented Alvaro Encarnacion with a special certificate.

### **PUBLIC COMMENT**

The following is a summary of the comments presented during this section:

1. **Comments in Support and Against Huntington Park Police Department Officers**

In Support – Daniela Correa, Linda Correa, Yvonne Correa, Carlos Cordova, Eva Cruz, Margarita Alvarez, Norma Preciado, Kerry Porter, Eve Landeros, Jesse Nyc, Monica Garcia, Cristian Correa, Eddie Benitez & Veronica Serrano  
Against – Maria C. & Crystal Melendrez

**2. Comments in support and Against the Blue ribbon committee**

In Support - Albert Gonzalez, Ivan Meza, Gerald Chavarria, GTD Apartments, Luis Andrade, Illy Baltazar & Gerald Chavarria  
Against/Questions and/or concerns – Jesse Contreras & Mike Navia

**3. Questions/Concerns for a healthy Huntington Park – Iggy Alva**

**STAFF RESPONSE**

1. City Manager stated that he never engaged in any conversation that involved bringing a Sheriff's Department. The city has not laid off a single Police Officer, in fact for every Police Officer that has left the department the city has hired a new patrol officer. The idea of having less Officers out on patrol is untrue the city has hired more Police Officers for patrol.
2. Vice Mayor thanked the City Manager for confirming that no one Police Officer has been laid off, also for confirming that there are no plans to bring in the Sheriff's Department. Vice Mayor asked Chief of Police if it was correct that there were only three Police Officers per Shift. Chief of Police answered that the was not correct. Vice Mayor asked if the sound on the video could be looked at. Vice Mayor also asked Director of Finance Ms. McKay if she could confirm that the City of Huntington Park did not have the highest sales tax in the entire nation. Ms. McKay answered and said, "We do not".
3. Mayor Avila stated that 20 or more public comments read during the public comment portion of the agenda were negative and positive, the best thing is that residents of the community are been heard. He asked the Chief of Police to step to the podium to speak and give his response about tonight's comments.
4. Chief of Police Lozano replied by stating his appreciation for the support of the City Council. He also stated that one of the primary duties of his position is to work with the City Manager, City Council and the Community to move the interest of the community through the Police Department. He stated that he has been part of the community for many decades, and being with the Police Department for over 30 years and going through these hard challenging times it is about the community and protecting that interest of the community. For a long time, police patrols have been the most lacking part in our community and that is the primary effort.
5. Lastly, the City Manager stated that it is true that the Police Department is going through some changes, but the city has not made any unilateral decisions and all those changes all been in partnership and agree to by the Huntington Park Police Officers Association and the City of Huntington Park.

## CONSENT CALENDAR

**Motion:** Vice Mayor Ortiz moved to approve the consent calendar from the March 16, 2021, Regular Meeting, 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

### OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held March 2, 2021.

### FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated March 16, 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**

**Motion:** Vice Mayor Ortiz moved to approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2021-22 seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

ROLL CALL:

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

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**

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Council Member Sanabria moved to **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**, 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

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

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

**Motion:** Council Member Sanabria moved to **authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to rehabilitate the Cottage Reservoir at Well 15**, seconded by Mayor Avila, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

**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**

City Manager Ricardo Reyes announced the item and introduced Director Sergio Infanzon to present the item.

Councilmember Karina Macias recused herself from participating of this item

**Motion:** Council Member Sanabria moved to **approve the Letter of Support to Eco-Rapid requesting funds from Metro; and authorize City Manager to execute the letter and related document** seconded by Mayor Avila, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

**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**

City Manager Ricardo Reyes announced the item

**Motion:** Mayor Avila moved to approve **Resolution 2021-05** adopting a categorical exemption to allow the installation of five wireless access points to existing city facilities seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

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

City Manager Ricardo Reyes announced the item and introduced Director Sergio Infanzon to present the item.

**Motion:** Vice Mayor Ortiz moved to 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 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 authorize the City Manager to execute the PSA 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

**CITY COUNCIL**

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

City Manager Ricardo Reyes announced the item

**Motion:** Council Member Martinez moved to 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 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

### **Council/Staff Responses on the item**

**Council Member Martinez** background in nonprofit social justice has thought him over the years that in order to change policies in order to create change in the community the community needs to be involve in the process. Everything that was said today in the public comments needs the citizen's involvement. Having the Blue Ribbon Committee for six months will give the community an opportunity to get residents involved, look at how the policies are operated and the civic involvement by the Police Department and finally put forward any recommendations for some positive change. Council Members wants to thank colleagues for supporting this item.

**Council Member Macias**, echoed comments from Council Member Martinez, based on what was said in the public comments there is a lot of misconception and misinformation with the Police Department. There are many officers who come every day to work and do an amazing job for the community. There is a need to hold everyone accountable, including the police officers, and the city council members. Council has not talked about bringing in the Sheriff Department to City of Huntington Park.

**Mayor Avila** recommended for the City Council select the members of the new committee.

City Manager mentioned the committee would be made of five members selected by each of the Council Members

**Council Member Sanabria** comments on how there has been a lot of misinterpretation regarding the Huntington Park Police Officers, echoing what was said earlier that no Police Officer has been let go. Council's priority as well as the Chief of Police is patrolling the City. This is a way to reflect upon what the city is doing right and wrong, this is not an attack against the HPPD or any. It is a reflection to help better improve and provide better customer service for the community.

### **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.**

City Manager Ricardo Reyes announced the item

1. Nominations for Mayor – Mayor Avila nominated Vice Mayor Ortiz for Mayor, and Council Member Sanabria seconded the nomination

ROLL CALL:

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

Los Angeles Councilmember Gilbert Cedillo conducted the swearing in ceremony for newly appointed Mayor Graciela Ortiz

2. Nominations for Vice Mayor – Councilmember Avila nominated Council Member Martinez for Vice Mayor, and Mayor Ortiz seconded the nomination

ROLL CALL:

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

3. Presentation to outgoing Mayor by elected Officials, elected official representatives and dignitaries

– Assembly Member Miguel Santiago representing the 53<sup>rd</sup> Assembly district presented former Mayor Manuel “Manny” Avila with a certificate of recognition. Representative Guadalupe Camberos representing Supervisor Hilda Solis presented former Mayor Manuel “Manny” Avila certificate of recognition. State Senator Lina Gonzalez representing the 33<sup>rd</sup> district presented former Mayor Manuel “Manny” Avila with a certificate of recognition. County of Los Angeles presented former Mayor Manuel “Manny” Avila a certificate of commendation. City of Bell, Cudahy Hawaiian Gardens and City of Paramount presented former Mayor Manuel “Manny” Avila a certificate of recognition. Huntington Park Mayor Ortiz and City Council presented former Mayor Manuel “Manny” Avila with a plaque.

Comments – City of Long Beach, Mayor Robert Garcia thanked former Mayor Manuel “Manny” Avila for his service as a Mayor of the City of Huntington Park leadership. Wishing former Mayor Manuel “Manny” Avila the best in his new chapter and everything that lights ahead.

Comments – The light of world church thanked and congratulated former Mayor Manuel “Manny” Avila.

4. Comments by Council Members – Council Member Macias thanked former Mayor Manuel “Manny” Avila for his service to the community, his compassion, and understanding, as well as his family, but most important for his leadership. Council Member Sanabria thanked former Mayor Manuel “Manny” Avila for his service. The way he kept Council going and always with a smile.

Council Member Martinez mentioned about the amazing job former Mayor “Manny” Avila did during this difficult year with the pandemic, poor economy and racial injustice in the world. Council Member is looking forward to working together with former Mayor in the upcoming years.

Mayor Ortiz and the rest of the Council Members presented a plaque to former Mayor Avila.

Former Mayor Avila thanked everyone for allowing him to realize his impossible dream becoming a Council Member and a Mayor for the City of Huntington Park. He thanked his wife, children, son, the community that voted for him, as well as the City Staff: City Manager, Assistant City Manager, City Attorney & staff, Legal representative, Chief of Police, all personnel in the Police Department, Director of Parks & Recreation, to the secretary of the Council, City Engineers, and employees. Special thanks to Council who are supportive, loyal and hardworking people.

Council Member Gilbert Cedillo expressed his admiration for the leadership under former Mayor Avila during these difficult times and thanked him for his service.

### **END OF REGULAR AGENDA**

#### **DEPARTMENTAL REPORTS –**

City Manager Ricardo Reyes thanked former Mayor Manuel “Manny” Avila for his service as a Mayor for the City of Huntington Park. Chief of Police Lozano thanked former Mayor Manuel “Manny” Avila for his ongoing support with the Police Department and leadership. Acting City Clerk Sergio Infanzon thanked former Mayor Avila for his leadership and service to the community.

#### **WRITTEN COMMUNICATIONS – None.**

#### **COUNCIL COMMUNICATIONS**

**Council Member Sanabria** congratulated former Mayor “Manny” Avila for his great leadership as well as Mayor Ortiz & Vice Mayor Martinez

**Council Member Macias** congratulated outgoing Mayor Manuel “Manny” Avila. Welcomed Mayor Ortiz & Vice Mayor Martinez and stated that she was looking forward to continuing working with Council and staff. Reminded Seniors about the food pantry taking place on Thursday the 18<sup>th</sup> from 1-3 p.m. at the community center.

**Council Member Avila** talked about how grateful he is about working with the Huntington Park City Council.

**Vice Mayor Martinez** congratulated employee Alvaro Encarnacion as well as Council Member Gilbert Cedillo. He also mentioned that his father just recently turned 91 as a cancer survivor.

**Mayor Ortiz** thanked colleagues, Senator Cedillo, her mother, and family for the ongoing support provided.

## **ADJOURNMENT**

Mayor Ortiz adjourned the meeting at 8:03 p.m. in memory of Jose Angel Zamorano, Elias Q. Solis, and Coach Manuel “Manny” Zamorano to a Regular Meeting on Tuesday, April 6, 2021 at 8:03 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Sergio Infanzon".

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Sergio Infanzon  
Acting City Clerk



**ITEM NO. 2**



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

<b>Fund</b>	<b>Description</b>
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	<u>State Gasoline Tax Fund</u>
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 4-20-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADIR INTERNATIONAL EXPORT LTD	3Q20-4Q20	111-9010-465.56-33	SALES TAX PAYMENT 7/1/20-12/31/20	19,743.30
AMAZON.COM SERVICES, INC.	1FMG-G7CY-LQH3	239-0272-463.57-91	PR FOOD PANTRY SUPPLIES	\$19,743.30
ARAMARK UNIFORM & CAREER APPAREL	5860000082477	741-8060-431.56-41	UNIFORMS FOR PUBLIC WORKS	794.64
	5860000085463	741-8060-431.56-41	UNIFORMS FOR PUBLIC WORKS	\$794.64
	5860000088595	741-8060-431.56-41	UNIFORMS FOR PUBLIC WORKS	100.38
ARROYO BACKGROUND INVESTIGATIONS	2488	111-7010-421.56-41	PD POST BACKGROUND CHECK	\$320.91
AT&T	16213222	111-7010-421.53-10	PD PHONE SERVICES	\$550.00
	3/21/21-4/20/21	111-9010-419.53-10	COMMUNITY CENTER INTERNET	393.87
	3/23/21-4/22/21	111-9010-419.53-10	PUBLIC WORKS YARD INTERNET	79.54
	3/28/21-4/27/21	111-9010-419.53-10	PEREZ PARK INTERNET	79.54
	3/28/21-4/27/21	111-9010-419.53-10	FREEDOM PARK INTERNET	78.83
	4/12/21-4/30/21	111-9010-419.53-10	SALT LAKE PARK INTERNET	78.83
BRINK'S INCORPORATED	3908022	111-9010-419.33-10	MONEY TRANSPORTATION-MAR 21	\$780.16
	3908023	111-9010-419.33-10	MONEY PROCESSING -MAR 21	471.35
CENTRAL FORD	369966	741-8060-431.43-20	PW OIL COOLERS	\$584.95
	369971	741-8060-431.43-20	PW TRUNK KEY CYLINDER	88.77
	369978	741-8060-431.43-20	PW GASKETS, PUMP, SEAL	562.76
	370192	741-8060-431.43-20	PW PARTS FOR UNIT 975	168.18
CHARTER COMMUNICATIONS	0514415033021	111-7010-421.53-10	PD INTERNET CLOUD BACKUP	\$1,170.57
	0444795040221	111-9010-419.53-10	CITY HALL INTERNET	654.85
	0511353031921	111-9010-419.53-10	CITY HALL CABLE SRVCS	1,999.00
CHARTERS MAILING GROUP INC	23568	111-0210-413.56-41	OUTREACH MAILERS	194.97
CLAUSTRO MARYVEL	HP030025813	111-0000-351.10-10	PARKING CITATION REFUND	\$2,848.82
	HP030026263	111-0000-351.10-10	PARKING CITATION REFUND	3,940.33
COMMERCIAL TIRE COMPANY	1-165602	741-8060-431.43-20	PW VEHICLE SUPPLIES	\$3,940.33
CONCENTRA MEDICAL CENTERS	70821502	111-2030-413.56-41	PW ENMPLOYMENT PHYSICALS	145.00
	70893272	111-2030-413.56-41	PW ENMPLOYMENT PHYSICALS	4.00
CRR&R INCORPORATED	80282	111-8027-431.56-59	WASTE & RECYCLING-3/21	\$3,034.00
	83512	111-8027-431.56-59	WASTE&RECYCLING-4/21	16,680.00
				16,680.00
				\$33,360.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CRICKET AUTHORIZED RETAILER	22-00026952	111-0000-321.10-00	BUSINESS LICENSE REFUND	248.27
	22-00026952	111-0000-321.10-20	BUSINESS LICENSE REFUND	47.00
	22-00026952	111-0000-321.10-30	BUSINESS LICENSE REFUND	4.00
				<b>\$299.27</b>
DAILY JOURNAL CORPORATION	B3453847	111-1010-411.54-00	NOTICE OF PUBLIC HEARING	260.00
DATA TICKET INC.	123308	111-3010-415.56-41	CITATION PROCESSING-FEB 21	17.50
	123240	111-7065-441.61-20	CODE ENF CITATION PROCESSING	90.50
	123020	111-9010-415.56-15	PARKING CITATION-FEB 2021	10,054.28
	123020	111-9010-419.53-10	PARKING CITATION-FEB 2021	586.95
				<b>\$10,749.23</b>
DATAPROSE, INC.	DP2101124	681-3022-415.53-20	WATER BILL POSTAGE-MAR 21	1,803.65
	DP2101124	681-3022-415.56-41	WATER BILLS-MAR 21	1,205.67
DUNN EDWARDS CORPORATION	9314720	111-8022-419.43-10	PAINT AND SUPPLIES	\$3,009.32
	2009315464	111-8095-431.61-50	GRAFFITI ABATEMENT SUPPLY	1,004.82
ELECNOR BELCO ELECTRIC, INC	14-0467-004	202-8080-431.73-10	CIP 2019-11 HAWK SIGNAL	\$1,185.19
EMPLOYMENT DEVELOPMENT DEPT.	L0940488672	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	49,896.08
EXPRESS TRANSPORTATION SERVICES LLC	HPE04012021	111-0000-362.20-15	PROPERTY LEASE-MAR 2021	\$49,896.08
	HPE04012021	111-0000-362.20-15	VEHICLE LEASE-MAR 2021	-2,00.00
	HPE04012021	219-0000-340.30-00	FAREBOX COLLECTION-MAR 21	-50.00
	HPE04012021	219-8085-431.56-43	HP EXPRESS-MAR 2021	-1,418.00
	DAR04012021	219-8085-431.56-45	HP DIAL-A-RIDE-APRIL 2021	33,990.80
	HPE04012021	220-8085-431.56-43	HP EXPRESS-MAR 2021	67,643.00
	HPE04012021	222-8010-431.56-43	HP EXPRESS-MAR 2021	33,990.80
				<b>\$165,697.40</b>
FARHAD GHAEMMAGHAM	20973-25374	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	19.00
FERGUSON ENTERPRISES INC	9918870	535-8090-452.61-20	WATER LINE REPAIR SUPPLY	\$190.00
GATEWAY CITIES COUNCIL OF	FY 2018-2019	220-8085-431.64-00	1-710 CORRIDOR/EIS REPORT	315.11
	I-710 CORRIDOR	220-8085-431.64-00	RANDOLPH CORRIDOR MAT	\$315.11
	I-710 CORRIDOR	220-8085-431.64-00	RANDOLPH CORRIDOR MAT	25,000.00
				<b>3,276.45</b>
GATEWAY URGENT CARE CENTER	1480	111-2030-413.56-41	TREADMILL STRESS TEST	4,381.41
GLOBALSTAR USA	13030983	111-7010-421.53-10	PD PHONE SRVC 3/16-4/15	\$32,657.86
				200.00
				<b>\$20,00</b>
				90.39
				<b>\$90.39</b>

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GOLD COAST K9	HPPD-02	111-7010-421.61-20	ELECTRONIC DOG COLLAR	270.10
HASA, INC.	739015	681-8030-461.41-00	HYPOCLORITE WELL 12	\$270.10
	739016	681-8030-461.41-00	HYPOCLORITE WELL 14	170.75
	739017	681-8030-461.41-00	HYPOCLORITE WELL 18	256.12
HG GRAPHIC AND PRINTING	1647	111-0110-411.61-20	BUSINESS CARDS	239.05
				\$665.92
				98.55
				\$98.55
HINDERLITER DE LLAMAS & ASSOCIATES	SIN007094	111-9010-419.56-41	TAX AUDIT SRVCS-Q320	2,290.55
	SIN007440	111-9010-419.56-41	TAX AUDIT SRVCS-Q320	1,117.89
				\$3,408.44
HOME DEPOT - PUBLIC WORKS	902322	111-7010-421.61-20	PD CLEANING SUPPLIES	74.91
	3360222	111-8010-415.61-20	SUPPLIES FOR TRASH CANS	376.15
	7371035	111-8024-421.43-10	PD LIGHTING SUPPLIES	231.50
	9512695	220-8070-431.61-20	SUPPLIES FOR BUS SHELTER	281.42
	9371019	221-8012-429.61-20	CONCRETE & MATERIALS	433.98
	9391202	221-8012-429.61-20	PALLET FEE CONCRETE MATS	33.08
	9380499	535-8016-431.61-45	STREET LIGHTING SUPPLIES	622.88
				\$2,053.92
HOME DEPOT U.S.A. INC.	3Q20-4Q20	111-9010-465.56-32	SALES TAX 7/1/20-12/31/20	143,799.95
				\$143,799.95
INFRAMARK LLC	61985	283-8040-432.56-41	WATER/SEWER-APRIL 2021	13,187.45
	61566	681-0000-228.30-10	NEW WATER SRVCS	44,170.57
	61985	681-8030-461.56-41	WATER/SEWER-APRIL 2021	101,658.20
	62245	681-8030-461.73-10	CIP 2019-07 WATER MAIN	8,344.11
				\$167,360.33
INFRASTRUCTURE ENGINEERS	25604	111-5010-419.56-49	BUILDING/SAFETY-NOV 2020	2,902.80
	25687	111-5010-419.56-49	PLAN CHECK-NOV 2020	7,830.00
	25688	111-5010-419.56-49	PLAN CHECK-DEC 2020	7,540.00
	25739	111-5010-419.56-49	PLANNING SRVCS-JAN 2021	11,672.50
	25750	111-5010-419.56-49	BUILDING/SAFETY-FEB 2021	36,366.00
	25802	111-5010-419.56-49	PLANNING SRVCS-FEB 2021	11,827.50
				\$78,138.80
INLAND WATER WORKS SUPPLY CO.	S1035273.001	681-3022-415.56-41	WATER HANDHELD INSTALL	5,200.00
				\$5,200.00
J316 BUILDER	MARCH 2021-1	111-7024-421.56-41	JANITORIAL SUPPLY-MAR 21	698.45
	MARCH 2021-2	111-7024-421.56-41	JANITORIAL SRVCS-MAR 2021	3,700.84
	MARCH 2021-1	111-8020-431.56-41	JANITORIAL SUPPLY-MAR 21	419.07
	MARCH 2021-2	111-8020-431.56-41	JANITORIAL SRVCS-MAR 2021	1,440.58
	MARCH 2021-1	111-8022-419.56-41	JANITORIAL SUPPLY-MAR 21	931.27
	MARCH 2021-2	111-8022-419.56-41	JANITORIAL SRVCS-MAR 2021	4,305.23

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J316 BUILDER	MARCH 2021-1 MARCH 2021-2	111-8023-451.56-41 111-8023-451.56-41	JANITORIAL SUPPLY-MAR 21 JANITORIAL SRVCS-MAR 2021	2,607.54 -11,472.56 <b>\$25,575.54</b>
JASSON INC	22505-23554	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	996.43
JDS TANK TESTING & REPAIR INC	15789 15836	741-8060-431.43-20 741-8060-431.43-20	ANNUAL UST MONITOR CERT ANNUAL UST AQMD TEST	1,695.00 895.00 <b>\$996.43</b>
JENNIFER MCKNIGHT	HP050024674	111-0000-351.10-10	PARKING CITATON REFUND	2,590.00 55.00 <b>\$55.00</b>
JENNY CHAVARRIA	HP030032871	111-0000-351.10-10	PARKING CITATON REFUND	55.00 <b>\$5.00</b>
JUAN JOSE NAJERA	12453-10178	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	58.00 <b>\$58.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	272251079 271614748 271615140 272251077 272251642	111-9010-419.33-10 111-9010-419.43-15 111-9010-419.43-15 111-9010-419.43-15 111-9010-419.43-15	FINANCE COPIER USAGE FINANCE COPIER LEASE-MAR 2021 FINANCE COPIER LEASE-MAR 2021 FINANCE COPIER LEASE-APR 2021 FINANCE COPIER LEASE-APR 2021	120.30 280.66 359.99 280.66 359.99 <b>\$1,401.60</b>
LAN WAN ENTERPRISE, INC	71850 71850	111-7010-419.43-15 111-9010-419.43-15	IT SRVCS-APRIL 2021 IT SRVCS-APRIL 2021	22,772.00 22,772.00 <b>\$45,544.00</b>
LEONARD GARCIA	263	111-0000-217.50-60	COBRA PAYMENT REFUND	12.64 <b>\$12.64</b>
LEXEXY	20695-25296	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	183.12 <b>\$183.12</b>
LIEBERT CASSIDY WHITMORE	1505295 1507160-65 1507162-63 1508791-96 1508793 1510532-35 1510533 1512200-01 1513969-73 1513971 1515678-82 1515680	111-0220-411.32-70 111-0220-411.32-70 111-2030-413.32-30 111-0220-411.32-70 111-2030-413.32-30 111-0220-411.32-70 111-2030-413.32-30 111-0220-411.32-70 111-0220-411.32-70 111-2030-413.32-30 111-0220-411.32-70 111-2030-413.32-30 111-2030-413.32-30	LEGAL SRVCS-AUG 2020 LEGAL SRVCS-SEPT 2020 LEGAL SRVCS-SEPT 2020 LEGAL SRVCS-OCT 2020 LEGAL SRVCS-OCT 2020 LEGAL SRVCS-NOV 2020 LEGAL SRVCS-FEB 2021 LEGAL SRVCS-FEB 2021	2,035.00 18,924.70 2,408.00 10,821.00 2,008.00 1,209.00 2,293.50 4,144.00 13,151.00 1,973.65 46,243.40 3,116.15 <b>\$108,327.40</b>
LOS ANGELES TIMES	03/16/2021	121-7040-421.56-14	NEWSPAPER SUBSCRIPTION	110.49 <b>\$110.49</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MABEL MARTINEZ	18737-942	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	89.33
MACKY INDUSTRIAL REPAIR	5755	741-8060-431.43-20	VEHICLE TOOLS	\$89.33 240.00
MANAGED HEALTH NETWORK	PRM-061512	111-0000-217.50-60	HEALTH PREMIUM-APR 2021	\$240.00 290.40
MARINA LANDSCAPE INC	10	680-8030-461.76-08	HP GREENWAY PROJECT	\$290.40 60,038.30
MERRIMAC ENERGY GROUP	22111527	741-8060-431.62-30	FUEL PURCHASE	\$60,038.30 27,277.32
NATIONAL READY MIXED CONCRETE CO.	770016	221-8010-431.61-21	CONCRETE SIDEWALK REPAIR	\$27,277.32 856.38
NATIONWIDE ENVIRONMENTAL SERVICES	31459 31458	220-8070-431.56-41 221-8010-431.56-41	BUS STOP MAINT-MAR 2021 STREET SWEEPING-MAR 2021	\$856.38 18,072.60 50,632.65
NEOGOV	INV-18531	111-2030-413.56-41	ANNUAL SUBSCRIPTION	\$68,705.25 7,951.61
NICHOLS CONSULTING ENGINEERS, CHTD	96602311	221-8010-431.76-01	2019-06-STREET ENHANCEMENT	\$7,951.61 20,128.62
NOBEL SYSTEMS, INC	15035	111-8030-461.56-42	ANNUAL SUBSCRIPTION	\$20,128.62 9,800.00
NORTH STAR LAND CARE	1601-151 1601-157	111-8030-452.56-60 535-8090-452.56-60	TREE TRIMMING-FEB 2021 LANDSCAPING SRVCS-MAR 21	\$9,800.00 8,331.00 23,057.75
O'REILLY AUTO PARTS	2959-366070 2959-366497 2959-367603 2959-369778 2959-366072 2959-366544 2959-367023 2959-367706 2959-367920 2959-367955 2959-369334 2959-369774 2959-370836 2959-370837 2959-372609	219-8085-431.43-21 219-8085-431.43-21 219-8085-431.43-21 219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	VEHICLE PARTS AND SUPPLY VEHICLE PARTS AND SUPPLY	\$31,388.75 252.84 151.11 252.84 40.46 5.50 105.71 20.94 153.49 41.84 44.44 134.49 41.84 111.10 71.99 65.69 \$1,494.28

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OEM AUTO PAINT SUPPLIES	136275 136875	221-8012-429.61-20 535-8090-452.61-20	PAINTING SUPPLIES PAINTING SUPPLIES	563.77 164.25 <b>\$728.02</b>
ORIENTAL TRADING COMPANY, INC.	708672821-01 708970659-01	239-6060-490.61-60 239-6060-490.61-60	AFTER SCHOOL CARE SUPPLY AFTER SCHOOL CARE SUPPLY	731.78 350.56 <b>\$1,082.34</b>
PEDRO PIERA	22865-25276 22865-25284	681-0000-228.70-00 681-0000-228.70-00	WATER CREDIT BALANCE REFUND WATER CREDIT BALANCE REFUND	282.96 471.66 <b>\$754.62</b>
PETRA JONES	HP030032915	111-0000-351.10-10	PARKING CITATION REFUND	30.00 <b>\$30.00</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	524115	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	40.00 <b>\$40.00</b>
QDOXS	IN35081 IN35081 IN35081	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	PW COPIER LEASE PW COPIER LEASE PW COPIER LEASE	21.90 21.90 21.90 <b>\$65.70</b>
RAUL ACEVES	4067-22378	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	122.82 <b>\$122.82</b>
ROADLINE PRODUCTS INC	16384	221-8012-429.61-20	PAINT GUNS & VALVES	1,136.24 <b>\$1,136.24</b>
SMART & FINAL	3192200012902	111-7010-421.61-20	MEETING/EVENT SUPPLIES	103.68 <b>\$103.68</b>
SOUTHERN CALIFORNIA EDISON	2/5/21-3/9/21 2/26/21-3/24/21 2/17/21-3/18/21	111-8022-419.62-10 535-8016-431.62-10 681-8030-461.62-20	SRVC 6900 BISSELL ST SRVC 3220 OLIVE ST SRVC BEAR/FLORENCE	1,367.79 34.56 3,278.40 <b>\$4,680.75</b>
SPARKLETT'S	15142085 032521 15142085 032521 15142085 032521 15142085 032521 15142085 032521 15142085 032521 15142085 032521 15142085 032521 15142085 032521	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-5055-419.61-20 111-6010-451.61-20 111-8020-431.61-20	COUNCIL DRINKING WATER ADMIN DRINKING WATER CITY CLERK DRINKING WATER HUMAN RESOURCES WATER FINANCE DRINKING WATER CD DRINKING WATER CODE ENFORCEMENT WATER PARKS & REC WATER PUBLIC WORKS WATER	40.48 40.47 2.00 30.23 61.99 37.19 24.80 78.25 86.46 <b>\$401.87</b>
STANDARD GLASS & MIRROR	333	111-8023-451.43-10	COMMUNITY CENTER DOOR	250.00 <b>\$250.00</b>
STAR2STAR COMMUNICATIONS LLC	SUBC000005857 SUBC00006031	111-9010-419.53-10 111-9010-419.53-10	VOIP SRVCS-APR 2021 VOIP SRVCS-MAR 2021	11,209.19 11,235.04 <b>\$22,444.23</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SUPERIOR, LLC	310041	111-9010-419.43-15	FINANCIAL SYSTEM-APR 2021	12,274.48
SUPERIOR COURT OF CALIFORNIA	FEBRUARY 2021	111-7010-415.56-10	PARKING CITATION SURCHARGE	\$12,274.48
T-MOBILE USA	041321	111-6010-451.56-41	PARKS TABLET INTERNET SRVC	\$21,354.00
T2 SYSTEMS CANADA INC.	IRIS0000083926	111-8010-415.56-41	DIGITAL IRIS-MARCH 2021	\$31.46
THE HITT COMPANIES, INC	OE-93408	111-0110-411.61-20	EMBOSsing DESK SEAL	2,250.00
TIREHUB, LLC	19655889	741-8060-431.43-20	TIRE PURCHASE	\$2,250.00
TOWN HALL STREAMS	13048	111-1010-411.56-41	ONLINE STREAMING MEETINGS	556.00
UNDERGROUND SERVICE ALERT OF SO CAL	320210131	221-8014-429.56-41	UNDERGROUND SRVC ALERT	\$556.00
	DSB20201350	221-8014-429.56-41	CA STATE REGULATORY FEE	300.00
VALLEY ALARM	994894	111-8020-431.56-41	SECURITY ALARM-APR 2021	\$300.00
	994894	111-8022-419.56-41	SECURITY ALARM-APR 2021	303.70
	994894	111-8023-451.56-41	SECURITY ALARM-APR 2021	104.51
VELADA CONSULTING LLC	25	111-0210-413.56-41	CONSULTING SERVICES	\$403.21
VERA MARIA ELENA	HP050028662	111-0000-351.10-10	PARKING CITATION REFUND	665.34
WALTERS WHOLESALE ELECTRIC COMPANY	S117359075.003	535-8016-431.61-45	ELECTRICAL SUPPLIES PW	665.33
	S11728421.001	535-8016-431.74-10	ELECTRICAL SUPPLIES PW	715.28
WATER REPLENISHMENT DISTRICT	1/31/2021	681-8030-461.41-00	GROUNDWATER-JAN 2021	\$2,045.95
WEST & ASSOCIATES ENGINEERING, INC	2021-HP-02	202-8080-431.73-10	ATP CYCLE IV ENV. DESIGN	7,500.00
WEST GOVERNMENT SERVICES	844113078	111-7030-421.56-41	INFORMATION CHARGES	\$96,554.32
	844200657	111-7030-421.56-41	LIBRARY SUBSCRIPTION	2,900.00
WESTERN EXTERMINATOR COMPANY	12019C	111-7024-421.56-41	EXTERMINATOR SERVICES	\$809.51
	12019C	111-8020-431.56-41	EXTERMINATOR SERVICES	50.00
	12019C	111-8022-419.56-41	EXTERMINATOR SERVICES	67.50
	12019C	111-8023-451.56-41	EXTERMINATOR SERVICES	49.00
	12019C	535-8090-452.43-20	EXTERMINATOR SERVICES	92.50
				139.50
				\$393.50

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WEX BANK	71118799	741-8060-431.62-30	FUEL PURCHASE	748.58
WILLDAN FINANCIAL SERVICES	010-47389	111-9010-419.56-41	SPECIAL TAX DISTRICT ADMI	\$748.58
		535-8016-431.56-41	SPECIAL TAX DISTRICT NO1	125.00
XEROX FINANCIAL SERVICES	2551516	111-8020-431.43-05	PW COPIER LEASE	2,224.44
	2551516	285-8050-432.43-05	PW COPIER LEASE	\$2,349.44
	2551516	681-8030-461.43-05	PW COPIER LEASE	59.98
ZUMAR INDUSTRIES, INC.	92362	535-8090-452.61-20	PARK RULES SIGN -PARK	59.98
				60.00
				\$179.96
				1,818.84
				\$1,818.84
				\$1,348,165.36

**ITEM NO. 3**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 20, 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 FROM  
QUALIFIED CONSULTANTS TO INVENTORY AND OBTAIN PERMITS FOR  
INSTALLATION OF CONNECTOR PIPE SCREENS AND AUTOMATIC  
RETRACTABLE SCREENS ON CITY AND LOS ANGELES COUNTY FLOOD  
CONTROL CATCH BASINS IN COMPLIANCE WITH MS4 PERMIT**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to inventory and inspect all catch basins within the City's right-of-way; and
2. Obtain permits from the Los Angeles County Flood Control District (LACFCD) permit to install Connector Pipe Screens and Automatic Retractable Screens on LACFCD and City-owned catch basins.

**BACKGROUND**

In order to reduce debris discharged into the Los Angeles River and meet the debris total maximum daily load (TMDL) requirements as set forth by the Los Angeles Regional Water Quality Control Board (RWQCB), the City plans to install screens (trash excluders) on drains owned by the City. The City is also responsible for trash excluder installation on catch basins within City limits that are owned by the LACFCD in order to prevent debris and pollution originating in the City from entering into the storm drain system and being discharged into the Los Angeles River.

Connector pipe screens (CPS) will be utilized to satisfy the requirement for use of certified full capture devices. For catch basins where CPS units cannot be utilized due to the configuration of the basin, automatic retractable screens (ARS) will be used to capture trash and aid in mitigating this requirement.

Staff is seeking proposals from qualified consultants to conduct the inventory, inspect the condition of the catch basins and obtain permits from LACFCD to install the CPS and

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM  
QUALIFIED CONSULTANTS TO INVENTORY AND OBTAIN PERMITS FOR  
INSTALLATION OF CONNECTOR PIPE SCREENS AND AUTOMATIC RETRACTABLE  
SCREENS ON CITY AND LOS ANGELES COUNTY FLOOD CONTROL CATCH  
BASINS IN COMPLIANCE WITH MS4 PERMIT

April 20, 2021

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

RFP ISSUED	April 22, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 12, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 17, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 20, 2021
TENTATIVE CITY COUNCIL AWARD DATE	June 1, 2021
APPROXIMATE NOTICE TO PROCEED DATE	June 14, 2021

### **LEGAL REQUIREMENT**

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

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.

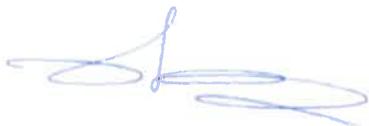
### **FISCAL IMPACT**

Approval of this specific action does not have a direct fiscal impact on the General Fund. Los Angeles County Flood Control District's Safe and Clean Water Program funding from County voter initiate Measure W will be utilized. After the proposals are reviewed, staff will submit a formal recommendation to the City Council for consideration.

### **CONCLUSION**

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

Respectfully submitted,



RICARDO REYES

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM  
QUALIFIED CONSULTANTS TO INVENTORY AND OBTAIN PERMITS FOR  
INSTALLATION OF CONNECTOR PIPE SCREENS AND AUTOMATIC RETRACTABLE  
SCREENS ON CITY AND LOS ANGELES COUNTY FLOOD CONTROL CATCH  
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April 20, 2021

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City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S):**

- A. Catch Basin Inventory – CPS & ARS Unit RFP



**ATTACHMENT A**





**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Services for  
Inspection, Inventory and Permitting to install Connector Pipe Screens and  
Automatic Retractable Screens on LACFCD and City-owned catch basins**

**PROPOSAL DUE DATE: MAY 20, 2021 AT 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcagov](mailto:croldan@hpcagov)

CITY OF  
HUNTINGTON  
PARK

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### **1. INTRODUCTION**

The City of HUNTINGTON PARK (City) is soliciting Proposals from qualified and experienced consultants to conduct the inventory, inspect the condition of the catch basins and obtain permits from Los Angeles County Flood Control District (LACFCD) to install connector pipe screens (CPS) and automatic retractable screens (ARS) units. Based on the consultant's inspection of the City's and LACFCD's catch basins, recommendations and options will be presented to the Director of Public Works. Once a decision is made on the type of trash excluders to utilize, the City will require that the consultant put project specifications together in order to solicit construction bids.

### **2. OVERVIEW**

In order to reduce debris discharged into the Los Angeles River and meet the debris total maximum daily load (TMDL) requirements as set forth by the Los Angeles Regional Water Quality Control Board (RWQCB), the City plans to install screens (trash excluders) on drains owned by the City. The City is also responsible for trash excluder installation on catch basins within City limits that are owned by the LACFCD in order to prevent debris and pollution originating in the City from entering into the storm drain system and being discharged into the Los Angeles River.

CPS units will be utilized to satisfy the requirement for use of certified full capture devices. For catch basins where CPS units cannot be utilized due to the configuration of the basin, automatic retractable screens (ARS) or RWQCB approved alternatives will be used to capture trash and aid in mitigating this requirement.

The contract specifications drafted by the consultant for this project will be subject to RWQCB regulations, Greenbook standards and Public Contracting Code procurement requirements.

### **3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide technical professional services related to the drafting of project specifications for the installation of CPS, ARS or similar approved RWQCB standard requirements that deal with TMDLs. Catch basin inserts are installed within the catch basin in front of the outlet pipe and retain debris that enters the catch basin within the catch basin box structure until City maintenance crews remove it as part of their routine cleaning schedule. The catch basin insert has been acknowledged by the LARWQCB as meeting the criteria of a full (100%) capture device, which provides full compliance status if it is manufactured with a mesh screen having perforations of five (5) millimeters (cigarette butt size) and is able to retain trash transported by a 1-

year, 1- hour storm event. City has recorded a total of 522 catch basins throughout the City which must be confirmed and inspected through field investigations. Catch Basin update will be accomplished through collection of new information obtained through field observation and through other readily available database.

- Accurately identify existing catch basin problems and their causes.
- Assess the improvements of effective trash catchment to comply with MS4 permit regulations.
- Catch basin measurements and evaluation for the placement of new CPS unit.
- Update the citywide catch basin inventory database and submit file in appropriate format to be included in GIS system.
- Creating a log of individual catch basin issues accompanied with pictures.

The consultant applying should have significant experience in inspection, inventory and preparing project specifications that mitigate current RWQCB regulations in the Municipal Separate Sewer Storm (MS4) permit in Los Angeles County. Consultant must also be familiar with obtaining permits from LACFCD. The objective of the project is to inspect, inventory and recommend structural improvements in City-owned catch basins and obtain LACFCD permits to install CPS/ARS or similar approved devices in LACFCD-owned catch basins and prepare project specifications on or before **December 31, 2021**.

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

#### **A. Task 1 – Conduct Field Review and Surveys**

- Inventory of City-owned and LACFCD-owned catch basins in an excel spreadsheet. Preparation of the appropriate environmental documents for the project, along with the selection of a range of reasonable alternatives and feasible mitigation in accordance with California Environmental Quality Act (CEQA).
- Inspect catch basins and make recommendations to comply with trash TMDL and make recommendations to treat other TMDLs.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions.
- Conduct scoping meeting with City to discuss any deviation from initial tasks.

#### **B. Task 2 – Permitting and Regulations**

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project

to move into the drafting of project specifications and ultimately the construction phase.

- Prepare bid specifications for advertisement prior to applying for LACFCD permitting:
  - Support the City during the bidding process to secure a contractor
  - LACFCD is required to approve the contractor's shop drawings
- Assist the City in submitting Flood Control Permit Applications to LACFCD and manage the process with the County until the Permit is issued
- Provide a declaration or agreement for the operation and maintenance of the proposed devices
  - Register and apply with Epic LA for Flood Construction Permit
  - Provide location for all catch basin locations
  - Provide detailed project scope and database
  - Oversee invoicing for plan check, inspection and issuance fees
- Obtain catch basin retrofit permit information from the Los Angeles County Flood Control District: <https://pw.lacounty.gov/ldd/lddservices/floodpermits.shtml>
- Inspection services overseeing the awarded contractor's fabrication and installation of full capture inserts.
  - Daily Report to include precise dimensions and justification for any catch basins that may not be suitable for retrofit
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 requirements), Best Management Practices (BMP), air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the project specifications prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate project specifications.
- Minimum number of Meetings:
  - 2 - Scoping/Kick off with County and City staff

- 2 - Stakeholders/Final Specifications
- 1 - City Council
- 5 - City Staff
- 1 - Preconstruction

**4. KEY PERSONNEL**

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

**5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

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

**6. INSURANCE REQUIREMENTS**

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

**7. EVALUATION CRITERIA**

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

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set

forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

**8. SELECTION PROCESS**

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

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

**9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

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

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

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

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

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

work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

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

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

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

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

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

**10. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Inspection, Inventory and Permitting to install Connector Pipe Screens and Automatic Retractable Screens on LACFCD and City-owned catch basins**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

**11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpcagov](mailto:croldan@hpcagov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, MAY 12, 2021**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

**12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, MAY 20, 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.

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

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

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

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

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

<b>RFP ISSUED</b>	April 22, 2021
<b>REQUEST FOR INFORMATION DEADLINE: 5:00 PM</b>	May 12, 2021
<b>RELEASE OF INFORMATION REQUESTED: 5:00 PM</b>	May 17, 2021
<b>PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM</b>	May 20, 2021
<b>TENTATIVE CITY COUNCIL AWARD DATE</b>	June 1, 2021
<b>APPROXIMATE NOTICE TO PROCEED DATE</b>	June 14, 2021

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



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

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

**RECITALS**

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

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

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

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

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

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

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

I.  
ENGAGEMENT TERMS

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

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

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

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

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

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

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

II.

**PERFORMANCE OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.  
INDEPENDENT CONTRACTOR

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

IV.  
INSURANCE

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

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

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

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

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

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

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

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

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

V.  
INDEMNIFICATION

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

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

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

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

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

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

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

VI.  
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

**VII.**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

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

By: \_\_\_\_\_  
[REP FOR CITY]  
[TITLE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

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

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**



Office of the City Clerk

**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

**Certificate Holder:**

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

**Acceptability of Insurers:**

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

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

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

## **Request for Proposal**

### **Catch Basin Inspections**

SUBJECT TO CHANGE ACCORDING TO EVENT

**ACORD®**

**CERTIFICATE OF LIABILITY INSURANCE**

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.

**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 endorsements.

PRODUCER	Agent or Broker Name & Address	CONTACT NAME TITLE PHONE E-MAIL ADDRESS	DATE (MM/DD/YYYY)	Must have a Contact Name & Phone number or email address																													
INSURED	Insured Name & Address	INNUER(S) AFFORDING COVERAGE	NAIC B	Insurance Company Name(s)																													
COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER:																													
<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 REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>DESCRIPTION</th> <th>POLICY NUMBER</th> <th>EXPIRATION DATE (MM/DD/YY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>COMMERCIAL GENERAL LIABILITY</td> <td><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</td> <td rowspan="2">Policy Number</td> <td rowspan="2">Current Policy Period</td> <td>EACH OCCURRENCE DAMAGE TO PROPERTY PERSONAL &amp; AD INJURY GENERAL AGGREGATE PRODUCTS - COMPLAINT AGG.</td> </tr> <tr> <td>GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC</td> <td><input type="checkbox"/> OTHER</td> <td>EACH OCCURRENCE DAMAGE TO PROPERTY PERSONAL &amp; AD INJURY GENERAL AGGREGATE PRODUCTS - COMPLAINT AGG.</td> </tr> <tr> <td>MOTORABLE LIABILITY</td> <td><input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> COMM <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> Hired <input type="checkbox"/> AUTO ONLY</td> <td rowspan="2">Policy Number</td> <td rowspan="2">Current Policy Period</td> <td>GENERAL STABLE LIMIT BODILY INJURY (Per person) PROPERTY DAMAGE EXCESS LIABILITY</td> </tr> <tr> <td>UNINSURED LIMITS</td> <td><input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OTHER <input type="checkbox"/> INTENTIONAL</td> <td>GENERAL STABLE LIMIT BODILY INJURY (Per person) PROPERTY DAMAGE EXCESS LIABILITY</td> </tr> <tr> <td>WORKERS COMPENSATION AND EMPLOYEE BENEFITS LIABILITY</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td rowspan="2">Policy Number</td> <td rowspan="2">Current Policy Period</td> <td>GENERAL STABLE LIMIT EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. O/S/BEN - POLICY LIMIT</td> </tr> <tr> <td>ANY PROPERTY DAMAGE AND EXTRACURRICULAR ACTS (CURRICULAR IS EXCLUDED) INVESTIGATIONS 1 year, 6 months under DESCRIPTION OF OPERATIONS below</td> <td></td> <td>GENERAL STABLE LIMIT EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. O/S/BEN - POLICY LIMIT</td> </tr> </tbody> </table>					TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	EXPIRATION DATE (MM/DD/YY)	LIMITS	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO PROPERTY PERSONAL & AD INJURY GENERAL AGGREGATE PRODUCTS - COMPLAINT AGG.	GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC	<input type="checkbox"/> OTHER	EACH OCCURRENCE DAMAGE TO PROPERTY PERSONAL & AD INJURY GENERAL AGGREGATE PRODUCTS - COMPLAINT AGG.	MOTORABLE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> COMM <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> Hired <input type="checkbox"/> AUTO ONLY	Policy Number	Current Policy Period	GENERAL STABLE LIMIT BODILY INJURY (Per person) PROPERTY DAMAGE EXCESS LIABILITY	UNINSURED LIMITS	<input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OTHER <input type="checkbox"/> INTENTIONAL	GENERAL STABLE LIMIT BODILY INJURY (Per person) PROPERTY DAMAGE EXCESS LIABILITY	WORKERS COMPENSATION AND EMPLOYEE BENEFITS LIABILITY	<input type="checkbox"/> YES <input type="checkbox"/> NO	Policy Number	Current Policy Period	GENERAL STABLE LIMIT EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. O/S/BEN - POLICY LIMIT	ANY PROPERTY DAMAGE AND EXTRACURRICULAR ACTS (CURRICULAR IS EXCLUDED) INVESTIGATIONS 1 year, 6 months under DESCRIPTION OF OPERATIONS below		GENERAL STABLE LIMIT EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. O/S/BEN - POLICY LIMIT
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DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES (ACORD 151, Additional Remarks Schedule, may be attached if more space is required)																																	
<p>"The City of Huntington Park, its officers, officials, employees, and volunteers, and volunteers are to be covered as additional insureds."</p>																																	
CERTIFICATE HOLDER		CANCELLATION																															
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p align="center"><b>SIGNATURE</b></p>																															
© 1988-2013 ACORD CORPORATION. All rights reserved.																																	
ACORD 25 (2016/03)	The ACORD name and logo are registered marks of ACORD																																
Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable																																	

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

However:

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

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

2. This insurance does not apply to:

- "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. 4**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 20, 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 URBAN WATER MANAGEMENT PLAN**

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

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the Urban Water Management Plan.

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

The City must update the Urban Water Management Plan (UWMP) every five years. The last UWMP was updated in June of 2016. The UWMP supports the City's long-term resource planning to ensure that adequate water supplies are available to meet existing and future community water needs.

At the November 17, 2020 City Council meeting, the City Council awarded West & Associates Engineering, Inc. the contract to complete the UWMP. The UWMP will provide data and contain the following information:

- Assess the reliability of water sources over a 20-year planning time frame
- Describe demand management measures and water shortage contingency plans
- Report progress toward meeting a targeted 20 percent reduction in per-capita (per-person) urban water consumption by the year 2020
- Discuss the use and planned use of recycled water

The information collected from the submitted UWMP is useful for regional and statewide water planning. Due date to submit the UWMP to the State of California Department of Water Resources (DWR) is July 1, 2021.

### **LEGAL REQUIREMENT**

The City is required to submit a UWMP due to supplying over 3,000 acre-feet of water on an annual basis and serving more than 3,000 urban connections. Public involvement and review of the UWMP that lead to public comments are highly encouraged, hence the

**CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE  
ACCEPTANCE OF THE URBAN WATER MANAGEMENT PLAN**

April 20, 2021

Page 2 of 2

opportunity to dialogue further at the June 1, 2021 public hearing. The requirements for UWMPs are found in two sections of California Water Code, §10610-10656 and §10608. California law specifically requires water agencies to submit or post on the web for public viewing a copy of the adopted UWMP no later than 30 days after adoption. This copy may be in an electronic format.

Public Hearing must be conducted and ultimate City Council approval and acceptance of the UWMP are part of the regulations. Once approved, the UWMP will be submitted to the state prior to the due date.

**FISCAL IMPACT/FINANCING**

Approval of the recommended action will have no adverse fiscal impact, and impose no direct cost on the City.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ITEM NO. 5**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 20, 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 AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT**

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

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the America's Water Infrastructure Act Risk and Resilience Assessment Report.

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

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires water system operators serving more than 3,300 customers develop a risk and resilience assessment report and emergency response plan (ERP). The law specifies that network water operators must demonstrate the means and methods by which safety needs will be addressed during crisis or catastrophic failures to the water system.

At the November 17, 2020 City Council meeting, the City Council awarded Stetson Engineering, Inc. the contract to complete the report and the ERP. The certification deadline for the Risk and Resilience plan is June 30, 2021.

The report includes the following:

- Risk to the system from hazards
- Resilience of system components
- Utility's monitoring practice
- Financial strength of the utility
- Use, storage, and handling of treatment chemicals
- System operation and maintenance
- Evaluation of capital and operational needs for risk and resilience management
- Management and operations personnel
- System and customer record's management
- Utility system components

# CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

April 20, 2021

Page 2 of 3

- Pipes and appurtenances
- Pumping and storage infrastructure
- Source water/receiving water
- Treatment
- Distribution system
- Chemical handling, storage, and usage
- Remote and internal electrical and instrumentation controls (EIC), and system control and data acquisition (SCADA)
- Records and billing
- Management and personnel

ERP certifications are due six months from the date of the risk assessment certification; December 31, 2021.

## **LEGAL REQUIREMENT**

Utility's risk assessment, response planning, and management implementation of emergency situations has been a requirement for some time, stemming back to the Bioterrorism Act of 2002. AWIA requires public utilities to comprehensively plan for hazards, including natural risks like earthquakes, wildfires, flooding and tornadoes, as well as cyberattacks. These incidents can have a detrimental effect on the quality and reliability to utility customer service. City staff will present an effective and well-formulated ERP that will protect the City's water assets and our customers.

Each community water system serving a population of 3,301 people or greater, must certify the completion of its risk and resilience assessment and emergency response plan for every individual PWSID number. The PWSID uniquely identifies the water system within a specific state. The scheduled Public Hearing must be conducted and ultimate City Council approval and acceptance of the reports and ultimately the ERP must take place prior to certifying the report and ERP through the Environmental Protection Agency (EPA).

## **FISCAL IMPACT/FINANCING**

Approval of the recommended action will have no adverse fiscal impact, and impose no direct cost on the City.

## **CONCLUSION**

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

Respectfully submitted,



**CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE  
ACCEPTANCE OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND  
RESILIENCE ASSESSMENT REPORT**

April 20, 2021

Page 3 of 3

**RICARDO REYES**

City Manager



**CESAR ROLDAN**

Director of Public Works



**ITEM NO. 6**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 20, 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 6318-007-012 AND 6318-007-004 FOR PUBLIC RIGHT-OF-WAY AT  
6241 MAYWOOD AVENUE**

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

1. Approve setting Public Hearing of June 1, 2021 for the acceptance of the irrevocable offer of dedication of a segment of parcels 6318-007-012 and 6318-007-004 for public right-of-way purposes at 6241 Maywood Avenue.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 20, 2019, the City of Huntington Park's Planning Commission approved a conditional use permit, a development permit to construct a 157,696 square-foot self-storage facility, and the adoption of an associated negative declaration under the California Environmental Quality Act (CEQA) for the property located at 6241 & 6301 Maywood Avenue per PC Resolution No. 2018-19. The proposed storage facility will provide new options within the community and will be of similar low intensity as those in the surrounding area. Additionally, the proposed project is in compliance with the requirements of the Huntington Park Municipal Code (HPMC). As part of the conditions of approval, the proposed project for the self-storage facility located at 6241 Maywood Avenue required the dedication of 17-feet of Right-of-Way to obtain full half-street width of 42-feet to the City of Huntington Park along Maywood Avenue for street purposes. The dedication includes an easement at each driveway approach to the City to accommodate an American with Disabilities Act (ADA) compliant driveway approach.

The requirement to dedicate is 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 Maywood Avenue as a minor arterial under the Functional Classification System and a secondary arterial per Huntington Park Municipal Code Section 10-13.105 Streets and Highways Right-of-Way and Roadway Widths.

**CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE  
ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT  
OF PARCELS 6318-007-012 AND 6318-007-004 FOR PUBLIC RIGHT-OF-WAY AT  
6241 MAYWOOD AVENUE**

April 20, 2021

Page 2 of 3

The City's General Plan classifies Maywood Avenue as a local street per Section 3.2 – Major Roadways (page 3-5). Locally classified roads account for the largest percentage of all roadways in terms of mileage. They are not intended for use in long distance travel due to their provision of direct access to abutting land and they are often designed to discourage through 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 Maywood Avenue 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 on Maywood Avenue 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 6318-007-012 AND 6318-007-004 FOR PUBLIC RIGHT-OF-WAY AT  
6241 MAYWOOD AVENUE**

April 20, 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,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

- A. Exhibit "A" Right of Way Dedication and "B" Plat Map



**ATTACHMENT A**



## **EXHIBIT "A" RIGHT OF WAY DEDICATION**

THE Easterly 17.00 FEET OF LOTS 829 AND 830 OF TRACT NO. 3398, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGE 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AREA= 3,400± SQUARE FEET

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

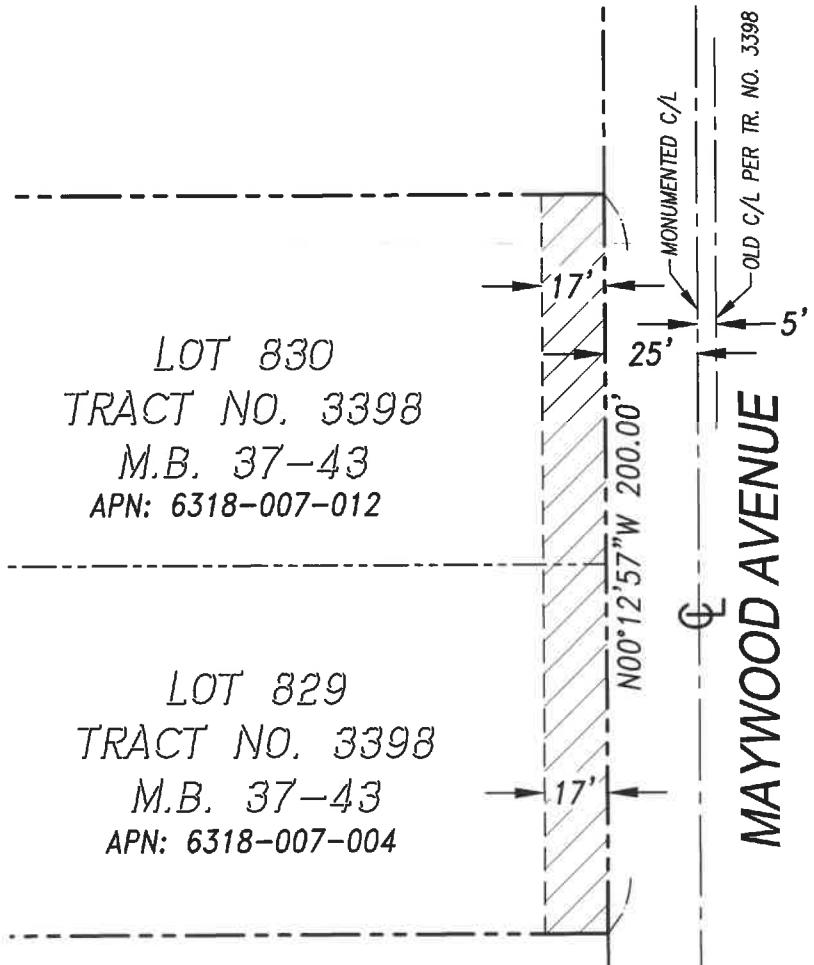
PREPARED BY:  
**DRG, INC.**  
621 VIA ALONDRA, SUITE 609  
CAMARILLO, CA 93012  
805-987-3945

# EXHIBIT "B"

SHEET 1 OF 1

## RIGHT OF WAY DEDICATION

LOTS 829 AND 830, TRACT NO. 3398, M.B. 37-46  
CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA



SCALE: 1"=50'



PREPARED FOR:

**BLUE PEAK ENGINEERING, INC.**  
18543 YORBA LINDA BLVD, NO. 235  
YORBA LINDA, CA 92886  
ATTN: KIMBERLY JOHNSON

PREPARED BY:

**DRG, INC.**  
621 VIA ALONDRA, SUITE 609  
CAMARILLO, CA 93012  
805-987-3945 FAX: 805-987-1655  
JOB NO. 1828 MAY 2019

**ITEM NO. 7**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

April 20, 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 FROM QUALIFIED CONSULTANTS TO PROVIDE MS4 COMPLIANCE SERVICES**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to provide compliance services as it relates to the current Los Angeles County MS4 Permit.

### **BACKGROUND**

Staff is seeking proposals from qualified consultants for management of the National Pollutant Discharge Elimination System (NPDES) and other related services in compliance with the Los Angeles County Municipal Separate Storm Sewer System (MS4) program. Consultant must be familiar with the regulations as specified by the California Water Board – Los Angeles Region 4:

[https://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/losangeles.html](https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/losangeles.html)

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

RFP ISSUED	April 22, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 12, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 17, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 27, 2021
TENTATIVE CITY COUNCIL AWARD DATE	June 15, 2021
APPROXIMATE NOTICE TO PROCEED DATE	June 21, 2021

### **LEGAL REQUIREMENT**

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM  
QUALIFIED CONSULTANTS TO PROVIDE MS4 COMPLIANCE SERVICES

April 20, 2021

Page 2 of 2

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 on the General Fund. Los Angeles County Flood Control District's Safe and Clean Water Program funding from County voter initiate Measure W will be utilized. After the proposals are reviewed, staff will submit a formal recommendation to the City Council for consideration.

**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. RFP for MS4 Consultant

**ATTACHMENT A**





**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Services for  
Management of the National Pollutant Discharge Elimination System and  
Other Related Services**

**PROPOSAL DUE DATE: MAY 27, 2021 AT 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcagov](mailto:croldan@hpcagov)

CITY OF  
HUNTINGTON  
PARK

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**1. INTRODUCTION**

The City of Huntington Park (City) is in the Gateway Cities district of southeastern Los Angeles County, California. According to the United States Census Bureau, the city has a total area of 3.0 square miles (7.8 sq. km). City has an estimate population of 58,114. The Los Angeles River Upper Reach 2 Watershed Management Group consists of the City as the coordinating agency for the Watershed Management Plan and Coordinated Integrated Monitoring Program development, Los Angeles County Flood Control District, and the cities of Bell, Bell Gardens, Cudahy, Commerce, Maywood, and Vernon. Additional information may be obtained from the following link:

[https://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/watershed\\_management/los\\_angeles/upper\\_reach2/index.html](https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/watershed_management/los_angeles/upper_reach2/index.html)

The City is soliciting Proposals from qualified and experienced consultants to manage and oversee the National Pollutant Discharge Elimination System (NPDES) and other related services in compliance with the Los Angeles County Municipal Separate Storm Sewer System (MS4) program. Consultant must be familiar with the regulations as specified by the California Water Board – Los Angeles Region 4:

[https://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/losangeles.html](https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/losangeles.html)

**2. OVERVIEW**

The purpose of this Request for Proposal (RFP) is to solicit and select a qualified firm to provide professional consulting services to augment City staff as it relates to the City's NPDES Program. Under the direction of the Director of Public Works, the consultant would serve as staff extension to the Public Works Department and would provide a wide range of expertise necessary to carry out the normal functions of the NPDES permit obligations. All services provided by the Consultant shall be performed by individuals that meet the qualifications, education, and certification/licensing requirements for the position. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical and environmental management services to the City.

**3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide technical professional services related to City's compliance with the latest version of the Los Angeles County NPDES permit and MS4 program. The consultant applying should have significant experience in inspection, inventory and preparing project specifications that mitigate current RWQCB regulations in the MS4 permit in Los Angeles County. The term of the agreement shall be for three (3) years from the date of the execution of the

agreement, with the option for two (2) one (1) year extensions.

**A. Task 1 –**

Develop a plan outlining how the City will stay in compliance with Baseline Requirements per the current NPDES permit, or the most recently approved Los Angeles Regional Water Quality Control Board MS4 Permit.

- The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below:
  - A Letter of Introduction to include its understanding of the scope of services.
  - The firm's approach to delivering the scope of services.
  - Brief company profile and number of years the firm has been in business.
  - Location of principal office that will be responsible for the implementation of this contract.
  - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
  - Cost Proposal (including hourly rate) for Services.
  - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
  - Provide a tentative schedule for completing mandates in a timely manner based on deadlines set forth in the Los Angeles Countywide NPDES MS4 Permit, Order No. R4-2012-0175, or any recently approved MS4 Permit Order, and based on the City's baseline requirements status.
  - Include any critical paths for timely and competent completion of all work contemplated under this RFP.
  - Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions.
  - Conduct scoping meeting with City to discuss any deviation from initial tasks.
  - Support the City during the bidding process to secure a contractor

- LACFCD is required to approve the contractor's shop drawings
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 requirements), Best Management Practices (BMP), air/water quality, and erosion/sediment control into program/project documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the project specifications prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable.
- Minimum number of Meetings:
  - Attend regularly scheduled MS4 permit meeting (LAUR2 Group or Countywide, etc.)
  - Stakeholder meetings
  - City Council
  - Meet once a month or as needed with City staff

**B. Task 2 – Implement the City's Integrated Monitoring Program.**

**Receiving Water Monitoring**

Consultant will assist in coordination with other monitoring groups cost sharing for Receiving Water Monitoring. Receiving Water Monitoring will be performed at in-stream mass emission stations; additional receiving water compliance points approved by the Regional Board's Executive Officer; and additional locations that are representative of impacts from MS4 discharges. The City has identified the following locations that would best comply with receiving water monitoring:

- Los Angeles River Upper Reach Reach 2
- Consultant shall prepare a schedule and constituent list for Outfall monitoring at sites in the approved CIMP
- Non-Storm water Outfall Based Monitoring Field Screening and Monitoring: Outfalls greater than or equal to 36 inches in diameter will be located and mapped using GIS. Outfalls will be monitored a total of three times, a minimum of 72 hours after a rain event. During observations, an Outfall Screening Form will be filled out with all pertinent information.

**C. Task 3 – Industrial and Commercial Facility Control Program**

- Update the City's Industrial and Commercial Facility Database, including a GIS map of the locations. This will be completed by using business listing data provided by the City and possible site visits by consultant.
- Conduct inspections on identified Industrial and Commercial Facilities to ensure implementation of Best Management Practices (BMPs), eliminate illicit connections and/or discharges to control discharge of pollutants to the MS4, and verify permit coverage.
- Monitor and provide Enforcement Services, where necessary, to ensure Industrial and Commercial Facilities continue to implement BMPs and verify no illicit connections and/or discharges are occurring within the City's watersheds/sub-watersheds.

**D. Task 4 – Illicit Connections and Illicit Discharge (IC/ID) Program**

- Implement a Non-Storm water Outfall-based Monitoring Program to detect IC/IDs, as identified in the City's Integrated Monitoring Program.
- Update procedures for conducting source investigations for IC/IDs.
- Update procedures for eliminating IC/IDs.
- Update and Identify additional mechanisms for public reporting of illicit discharges.
- Update the City's spill response plan.

**E. Task 5 – Public Information and Participation & Public Agency Activities Programs**

- Public Information and Participation Program: Consultant is required to stay informed and coordinate all public information and participation events provided by the County of Los Angeles, including ensuring that these programs reach the City's residents and business community.
- Public Agency Activities Program: Examine the City's Public Agency Activities Program by ensuring the City is up-to-date and continues to remain in compliance with the following programs:
  - Public Construction Activities Management
  - Public Facility Inventory and Inspections
  - Inventory of Existing Development for Retrofitting Opportunities
  - BMPs for Public Agency Facilities and Activities
  - Landscape, Park, and Recreational Facilities Management
  - Municipal Employee and Contractor Training

**4. KEY PERSONNEL**

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

**5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

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

**6. INSURANCE REQUIREMENTS**

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

**7. EVALUATION CRITERIA**

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

- Expertise, Experience and Training Plus Prior Contracting History (30%) – 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 (30%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Cost (20%) – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks 1 through 5, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.
- Schedule (10%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work

contemplated under the RFP.

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

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

**8. SELECTION PROCESS**

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

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

**9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

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

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

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

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

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

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

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

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

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

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

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

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

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

#### **10. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "Professional Services for Management of the National Pollutant Discharge Elimination System and Other Related Services" and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

#### **11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpcgov](mailto:croldan@hpcgov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, MAY 12, 2021**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

**12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, MAY 27, 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.

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

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

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

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

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	April 22, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 12, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 17, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 27, 2021
TENTATIVE CITY COUNCIL AWARD DATE	June 15, 2021
APPROXIMATE NOTICE TO PROCEED DATE	June 21, 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 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

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

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

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

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

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

**VII.**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

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

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

[REP FOR CITY]  
[TITLE]

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney

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

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**



**Office of the City Clerk**

**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

**Certificate Holder:**

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

**Acceptability of Insurers:**

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

CERTIFICATE OF LIABILITY INSURANCE																																																						
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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>																																																						
PRODUCER	<p>Agent or Broker Name &amp; Address</p>																																																					
INSURED	Insured Name & Address																																																					
<p>COVERAGES      CERTIFICATE NUMBER: <span style="border: 1px solid black; padding: 2px;">Policy Number</span>      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 REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY BE ISSUED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY, LIMITS OF WHICH MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																																						
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<p>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p>			<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><span style="border: 1px solid black; padding: 2px;">SIGNATURE</span></p>																																																			
<p>ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD</p> <p>© 1988-2015 ACORD CORPORATION. All rights reserved.</p>																																																						
<p>Must be in <b>ACCORD 25 (2016/03)</b> or <b>ACCORD 25 (2014/01)</b> any other form will <b>NOT</b> be acceptable</p>																																																						

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2. This insurance does not apply to:**

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

CG 20 12 04 13

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Page 1 of 1

**ITEM NO. 8**





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

April 20, 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 FOR ACCEPTANCE OF FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

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

1. Authorize the City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$28,308.00 in account 227-0000-331.20-05;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$28,308.00 in the City's FY 20-21 budget for purchase of computer software for the police department in account number 227-7119-421.74-10.

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

The Huntington Park Police Department has been awarded \$28,308.00 in reimbursable funding from the U.S. Department of Justice (DOJ) 2020 Local Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Police Department intends to utilize these 2020 JAG funds as follows:

1. Software Purchase – The grant will reimburse \$28,308.00 to purchase new software upgrade for the Police Department's Records Division.

**CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

April 20, 2021

Page 2 of 4

The Huntington Park Police Department submits crime data to the Federal Bureau of Investigations (FBI) through Uniform Crime Reporting otherwise known as UCR. The traditional UCR Summary Reporting System (SRS) collects monthly counts of the number of crimes known to law enforcement.

As of January 1, 2021, the FBI is requiring the transition to National Incident-Based Reporting System (NIBRS) for crime data reporting. NIBRS is a detailed incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes to the FBI. Local, state and federal agencies generate NIBRS data from their records management systems.

NIBRS will improve the quality of crime data collected as it captures details on each crime committed during a single incident, rather than the most egregious of several crimes committed during a single incident.

The total estimated cost for this project is \$38,860.95, which exceeds the grant funding by \$10,552.95. There are sufficient funds within unspent contractual services in the Police Department budget for the balance of the software upgrade.

Currently, we are collecting and submitting the required data manually to the NIBRS reporting system. The software upgrade will provide a more effective and efficient method of delivering and tracking crime data.

**FISCAL IMPACT/FINANCING**

The acceptance of the JAG award of \$28,308 will require the City to provide an appropriation of \$28,308.00. The funds will be drawn from the below listed accounts, respectively.

<b>Fiscal Year 20-21</b>	<b>Account Number</b>	<b>Amount</b>
NIBRS Conversion	227-7119-421.74-10	\$28,308.00
Supplemental Funding	111-7022-421.56-41	\$10,552.95
<b>Total</b>		<b>\$38,860.95</b>

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The 2020 Local Edward Byrne Memorial JAG is not a competitive grant process. As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Bureau of Justice Assistance (BJA) administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the

**CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

April 20, 2021

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JAG formula-based award amounts using specifications outlined in the legislation. However, the City was required to submit a program narrative, a budget, and a list of eligible activities that will utilize JAG funding.

While the BJA states applicants must document the JAG opportunity was made available to citizens for comment prior to application submission, past experience indicates BJA accepts this opportunity be provided after the grant application has been submitted. Moreover, our grant application reflects this opportunity is provided during the City Council meeting in which the item is presented for approval, with information posted in advance of the scheduled meeting.

**CONTRACTING PROCESS**

Central Square is the current contracted service provider for the police department's public safety records management system, computer aided dispatch system, public safety intelligence solution and Field-Based Reporting. It is recommended that Central Square be approved for the described upgrade, for these reasons:

1. Each of the noted Central Square's software suites share data seamlessly between each other creating a steady workflow. An outside third-party product would not be compatible with the existing network.
2. Should the police department be directed to consider an outside vendor for this upgrade, the additional staff time needed to manually transfer data would negate the benefits of the upgrade.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**COSME LOZANO**  
Chief of Police

**CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

April 20, 2021

Page 4 of 4

**ATTACHMENT(S)**

- A: JAG Award Letter
- B: Central Square Quote

## **ATTACHMENT A**





**Department of Justice (DOJ)**  
Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 19, 2020

Mr. Ricardo Reyes  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255-4302

Dear Mr. Reyes:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Huntington Park for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$28,308. These funds are for the project entitled FY 20 Local JAG Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Huntington Park accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elaine Smokes, Program Manager at (202) 307-0611; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General



**Department of Justice (DOJ)**  
**Office of Justice Programs**  
*Office of Civil Rights*

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*Washington, DC 20531*

September 19, 2020

Mr. Ricardo Reyes  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255-4302

Dear Mr. Reyes:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 32

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255-4302	4. AWARD NUMBER: 2020-DJ-BX-0794
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023
	6. AWARD DATE 09/19/2020
2a. GRANTEE IRS/VENDOR NO. 956000758	7. ACTION Initial
2b. GRANTEE DUNS NO. 070657085	8. SUPPLEMENT NUMBER 00
3. PROJECT TITLE FY 20 Local JAG Program	9. PREVIOUS AWARD AMOUNT \$ 0
	10. AMOUNT OF THIS AWARD \$ 28,308
	11. TOTAL AWARD \$ 28,308

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Ricardo Reyes City Manager		
17. SIGNATURE OF APPROVING OFFICIAL  	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE	
AGENCY USE ONLY			

20. ACCOUNTING CLASSIFICATION CODES  FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT	21. VDJUGT3291
X B DJ 80 00 00 28308	



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-DJ-BX-0794 —

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-DJ-BX-0794

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0794

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*SPECIAL CONDITIONS*

**5. Required training for Point of Contact and all Financial Points of Contact**

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**6. Requirements related to "de minimis" indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**7. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-DJ-BX-0794

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*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0794

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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***SPECIAL CONDITIONS***

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**10. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**11. All subawards ("subgrants") must have specific federal authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract if a contract would exceed \$250,000, and are incorporated by reference here).



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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

**SCOPE.** This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVV, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
  1. If the recipient is a "State," a local government, or a "public" institution of higher education:
    - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
    - B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
    - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
    - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
  2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
  3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
  4. Rules of Construction
    - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
    - B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:
  - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
  - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
  - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."
  - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
  - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.
  - B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance
  1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
  2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
  3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
4. Rules of Construction
  - A. For purposes of this condition:
    - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
    - (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
    - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
    - (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
    - (5) "DHS" means the U.S. Department of Homeland Security.
  - B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

**SCOPE.** This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.



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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens  
SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of:
  - (a) conviction described in 8 USC 1227(a)(2), or
  - (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**41. Requirement to collect certain information from subrecipients**

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

**42. Cooperating with OJP Monitoring**

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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**43. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**44. Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**45. Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

**46. Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**47. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**48. Compliance with 28 C.F.R. Part 23**



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49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfl.org](http://www.ctfl.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfl.org](http://www.ctfl.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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**55. Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**Application of This Condition to Recipient's Existing Programs or Activities:** For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

**56. Establishment of trust fund**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 30 OF 32

PROJECT NUMBER 2020-DJ-BX-0794

AWARD DATE 09/19/2020

***SPECIAL CONDITIONS***

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 31 OF 32

PROJECT NUMBER 2020-DJ-BX-0794

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Stories page at <https://www.bja.gov/SuccessStoryList.aspx>.



Department of Justice (DOJ)  
Office of Justice Programs  
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**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 32 OF 32

PROJECT NUMBER 2020-DJ-BX-0794

AWARD DATE 09/19/2020

***SPECIAL CONDITIONS***

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Huntington Park

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.





Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

#### PROJECT NUMBER

2020-DJ-BX-0794

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

#### 1. STAFF CONTACT (Name & telephone number)

Elaine Smokes  
(202) 307-0611

#### 2. PROJECT DIRECTOR (Name, address & telephone number)

Nancy Meraz  
Administrative Secretary  
6550 Miles  
Huntington Park, CA 90255-4302  
(323) 826-6601

#### 3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts \$25,000 or More

#### 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

#### 4. TITLE OF PROJECT

FY 20 Local JAG Program

#### 5. NAME & ADDRESS OF GRANTEE

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255-4302

#### 6. NAME & ADDRESS OF SUBGRANTEE

#### 7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

#### 8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

#### 9. AMOUNT OF AWARD

\$ 28,308

#### 10. DATE OF AWARD

09/19/2020

#### 11. SECOND YEAR'S BUDGET

#### 12. SECOND YEAR'S BUDGET AMOUNT

#### 13. THIRD YEAR'S BUDGET PERIOD

#### 14. THIRD YEAR'S BUDGET AMOUNT

#### 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

**ATTACHMENT B**





Quote prepared by:

Randy McCloskey

randy.mccloskey@centsquare.com

Quote #: Q-06761

Quote expires on: March 31, 2021

Quote prepared for:

Karen Truong

Huntington Park Police, CA

6542 Miles Avenue

Huntington Park, CA 90255

(323) 826-6649

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centsquare.com](http://www.centsquare.com).

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Enterprise RMS NIBRS Module License Fee	1	25,000.95 USD	25,000.95 USD
<b>Software / Subscription Total:</b>			25,000.95 USD
<b>Maintenance Total:</b>			5,500.95 USD

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
NIBRS Conversion Project Management Services	2,340.00 USD
NIBRS Conversion Public Safety Consulting Services	11,520.00 USD
Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.	<b>Services Total:</b> 13,860.00 USD



Quote prepared by:

Randy McCloskey

randy.mccloskey@centsquare.com

---

Quote Total:

38,860.95 USD

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

---

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## PURCHASE ORDER INFORMATION

---

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes  No

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**ITEM NO. 9**





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

April 20, 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 TO ENTER INTO A TEMPORARY AGREEMENT TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION**

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

1. Authorize the City Manager to negotiate and execute the temporary agreement.

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

On March 31, 2021, the City received a letter from Kemp Bros Construction with a request for the City to provide access for parking to one of the City's Own Parking Structures. Kemp Bros Construction is the General Contractor for the Modernization Program at the Huntington Park High School and they will be conducting construction work for the next three years. During the closure of the school due to the pandemic, the construction workers have parked inside the school, but with the reopening of the school in a near future, the school will need the parking space back and the workers will have to park on the streets occupying needed street parking in the surrounding neighborhood to the school.

Kemp Bros Construction is interested in acquiring monthly parking passes for use in the City's Parking Structure located at 6512 Rugby Avenue. The structure is located about one mile away from the school, therefore, the workers will arrive in the morning, park their cars there, and a shuttle will take them to the jobsite. At this point, Kemp Bros is requesting the use of 50 spaces, but the number will fluctuate as the need for more workers is anticipated during the different phases of the construction project. Kemp Bros is projecting a need of approximately 125 spaces/month at the peak of the construction program. Staff discussed the potential negative impact that this number of vehicles may have in the surrounding neighborhood if they park on the streets and is recommending

**CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT  
TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION**

April 20, 2021

Page 2 of 2

for the City Council to authorize the City Manager to negotiate the terms of a temporary lease agreement with Kemp Bros Construction.

**FISCAL IMPACT/FINANCING**

Approval of this specific action does not have a direct fiscal impact on the general fund. The City anticipates to generate revenue from the monthly parking permits.

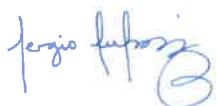
**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



SERGIO INFANZON  
DIRECTOR OF COMMUNITY DEVELOPMENT

**ATTACHMENT(S)**

- A. Letter from Kemp Bros Construction

**ATTACHMENT A**





**KEMP BROS.  
CONSTRUCTION**

March 31, 2021

Sergio Infanzon  
Director of Community Development  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

**RE: Monthly Parking Permit Passes for Kemp Bros. Construction Workers  
6512 Rugby Avenue Parking Structure in Huntington Park, CA**

Dear Sergio,

Thank you for your assistance regarding Kemp Bros. Construction's expressed need for daily construction worker parking in the City of Huntington Park. As discussed, Kemp Bros. is interested in acquiring monthly parking permit passes for use in the City's parking structure located at 6512 Rugby Avenue.

Since the structure is located approximately one mile from our Huntington Park High School construction jobsite, workers will be instructed to park their vehicles at the structure in the morning and Kemp will arrange to shuttle them to and from the jobsite.

The exact number of parking permit passes needed will fluctuate over the next 3 years. The course of work and different phases of construction production will dictate how many spaces will be necessary to accommodate our workers. Currently, we anticipate an average of 75 to 125 spaces will be needed each month as the project proceeds into full scale construction.

To help keep construction worker vehicles off the local streets, Kemp is agreeable to acquiring the monthly permit passes at a rate of \$50.00 per month for each permit pass. Since the project is just getting started, we would like to commence this parking arrangement with the purchase of 50 permit passes. As our work proceeds and we need more spaces, we will acquire them in batches of 10 permits at a time.

Thank you again for your assistance in helping to resolve our construction worker parking needs. Please contact me with any questions you may have or if there is any additional information you may require at this time.

Sincerely,

Mark Rettig  
Vice President



**ITEM NO. 10**



## **RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, IN SUPPORT  
OF CALCARE (AB 1400) AND MEDICARE FOR ALL**

**WHEREAS** every person in The City of Huntington Park deserves high quality health care; and

7        **WHEREAS** the number of Americans without health insurance before the  
8 Covid-19 pandemic was still nearly 30 million, with more than 40 million Americans  
9 underinsured, and the number of Californians without health insurance was 2.7 million,  
10 with 12 million Californians underinsured, despite important gains made since the  
implementation of the Affordable Care Act; and

11       **WHEREAS** the current Covid-19 pandemic has led to record levels of  
12 unemployment, loss of employer-sponsored health insurance, a severely strained  
13 health care system, widespread illness, and has taken a profound toll on our  
14 community's mental health, all of which is placing significant demands on our health  
care system, and

15        **WHEREAS** the Covid-19 pandemic further exposed the dangers of our  
16 fragmented, profit-driven health care system, which leads many Californians to delay  
17 seeking needed health care due to an inability to pay, leading to a sicker and poorer  
population in the long run; and

19        WHEREAS, such a population is significantly more likely to develop serious  
20        illness if exposed to diseases like Covid-19 and will subsequently face higher mortality  
21        rates; and

21       **WHEREAS** the ever-increasing costs of health care, which are further elevated  
22 due to the pandemic, may challenge our already strapped state and municipal  
budgets; and

24       **WHEREAS** in order to equitably and effectively address the health care burden  
25 of the Covid-19 crisis, we must urge the United States Congress and the California  
26 legislature to provide comprehensive health care to every resident of the United States  
and California, respectively, without any cost sharing.

1                   **WHEREAS** the Medicare for All Act of 2021 and the California Guaranteed  
2 Health Care for All (CalCare) Act (AB 1400) would guarantee health care free at the  
3 point of service for every person in the United States and California, respectively, for  
4 all necessary medical care including prescription drugs; hospital, surgical, and  
outpatient services; primary and preventive care; emergency services; reproductive  
care; dental and vision care; and long-term care; and

5  
6                   **WHEREAS** the Medicare for All Act of 2021 and the California Guaranteed  
Health Care for All Act would provide coverage without copays, deductibles, or other  
out-of-pocket costs, and would slash bureaucracy, protect the doctor-patient  
relationship, and assure patients a free choice of doctors; and

7  
8                   **WHEREAS** the California Guaranteed Health Care for All Act would establish  
9 state-wide comprehensive universal single-payer health care and a health care cost  
10 control system for the benefit of all residents of the state; and

11  
12                  **WHEREAS** the Medicare for All Act of 2021 and the California Guaranteed  
Health Care Act would both guarantee that all residents of The City of Huntington Park  
13 will be fully covered for health care without copays, deductibles, or other out-of-pocket  
costs, and would save millions in taxpayer dollars now spent on premiums that provide  
14 often inadequate health insurance coverage for government employees; and

15  
16                  **WHEREAS** the quality of life for the residents of The City of Huntington Park  
would vastly improve because they would be able to get the ongoing care they need,  
17 instead of waiting until they have a medical emergency that could upend their lives as  
well as further burden local resources; and

18  
19                  **WHEREAS** recent polls show that a majority of Americans and Californians  
support Medicare for All; and

20  
21                  **WHEREAS** the present administration has the policy to empower states, as  
laboratories of democracy, to use Affordable Care Act innovation waivers to develop  
22 locally tailored approaches to health coverage, including by removing barriers to  
states that seek to experiment with statewide universal health care approaches;

23  
24                  **NOW THEREFORE BE IT RESOLVED**, that the City of Huntington Park  
enthusiastically supports the Medicare for All Act of 2021 and calls on our federal  
25 legislators to work toward its immediate enactment, assuring health care for all  
26 residents of the United States.

1                   **BE IT FURTHER RESOLVED**, that the City of Huntington Park expresses its  
2 enthusiastic support for the California Guaranteed Health Care for All Act (AB 1400)  
3 and calls upon our state legislators to work toward its immediate enactment.

5                   **PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of April 2021.

7                   **CERTIFICATION**

9 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly  
10 and regularly adopted by the City's governing board at the meeting thereof held on  
11 this 20<sup>th</sup> day of April 2021.

14                   \_\_\_\_\_  
15                   Graciela Ortiz, Mayor

16                   Ayes: \_\_\_\_\_

17                   Noes: \_\_\_\_\_

18                   Abstained: \_\_\_\_\_

19                   Absent: \_\_\_\_\_

21                   **ATTEST:**

24                   \_\_\_\_\_  
25                   Sergio Infanzon  
26                   Acting City Clerk



**ITEM NO. 11**





## OFFICE OF THE CHANCELLOR

---

CITY

February 10, 2021

EAST

HARBOR

MISSION

PIERCE

SOUTHWEST

TRADE-TECH

VALLEY

WEST

The Honorable Eric Garcetti  
Chair, Board of Directors  
LA Metro One Gateway Plaza  
Los Angeles, CA 90012-2952

The Honorable Hilda L. Solis  
Vice Chair, Board of Directors  
LA Metro One Gateway Plaza  
Los Angeles, CA 90012-2952

Phillip A. Washington, CEO  
LA Metro One Gateway Plaza  
Los Angeles, CA 90012-2952

Dear LA Metro Board of Directors and CEO:

On behalf of our Los Angeles Community College District (LACCD) Board of Trustees, our nine College Presidents and our community college students, I respectfully request that LA Metro use a portion of its Low Carbon Transportation Operations Program (LCTOP) allocation from the State of California to implement the LACCD Student Transit Pass Pilot Program in 2021-2022. The LACCD Student Transit Pass Pilot Program would provide a fareless LA Metro pass to all LACCD students for a fiscal year, beginning on July 1, 2021 through June 30, 2022.

The goals of the LCTOP program are to: 1) reduce greenhouse gas emissions, 2) improve access and mobility for state funded public transportation projects, and 3) serve disadvantaged communities. Every year, the State makes an allocation based on revenue from the State's cap-and-trade auction and the Board of Directors must vote to request those funds for projects that meet the program goals. Amidst a historic economic recession with many students seeking further education to advance their careers and a significant drop in ridership due to COVID-19, it is critical now more than ever to use this fund towards fare subsidies that increase transit mode share. Not only is this an eligible expense but it is the most direct way to provide direct cash benefits to struggling residents of LA County and restore transit ridership.

And what better way to benefit a disadvantaged population than through the Los Angeles Community College District? With about 230,000 students, the LACCD educates a predominantly underrepresented student body. Sixty-eight percent (68%) of LACCD students are low-income and over fifty-one percent (51%) of LACCD students live below the poverty line. In a recent LACCD student survey, fifty-five percent (55%) of respondents reported housing insecurity and sixty-three percent (63%) of students reported food insecurity. In addition to the struggle to cover basic necessities, transportation stands as a major challenge for students.

Prior to the pandemic, twenty-six percent (26%) of students reported using public transportation with more than fifty percent (50%) of these students reporting difficulty paying for public transportation. These circumstances place barriers and limitations on students living in one of the country's most expensive areas in regard to cost of living, often leaving them to choose between their essential needs and education.

Given our student demographics, geographic reach of our campuses, and extensive need to alleviate student expenses, particularly during this economic downturn resulting from the pandemic, LACCD serves as an ideal opportunity to build a culture of public transport and break down social and cultural barriers between people in public life, protect the environment, cut down on traffic congestion and establish a long-term loyal ridership.

Since student travel times are distributed throughout the day, funding this campus-based pilot program would also be an excellent opportunity to road test a completely fareless system, currently being considered, in a large and diverse population.

Thank you for your consideration of our request to support and fund the LACCD campus-based student transit pass pilot program in the upcoming Fiscal Year with LCTOP grant funds. I welcome the opportunity to discuss this request further. Please feel free to call me if you have any questions.

Sincerely,



Francisco C. Rodriguez, Ph.D.  
Chancellor  
Los Angeles Community College District

cc: Los Angeles Community College District Board of Trustees  
Los Angeles Community College District Presidents