

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, June 1, 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. 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, boozing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor 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. Illegal Fireworks Taskforce Presentation
2. Earth Day Presentation
3. Class of 2021 Graduation Presentation

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
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 May 18, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated June 1, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT 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 MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Award the professional service agreement (PSA) to inventory and inspect the City and Los Angeles County's catch basin network in compliance with the Municipal Separate Storm Sewer System (MS4) to West & Associates Engineering, Inc. as the lowest responsive and responsible proposer for a not-to-exceed amount of \$117,500;
2. Payable from the fiscal year 2020-21 County of Los Angeles Safe Clean Water Account No. 111-8031-433.76-17; and
3. Authorize the City Manager to execute the PSA.

4. CONSIDERATION AND AUTHORIZATION TO SOLICIT DESIGN-BUILD PROPOSALS FOR THE CONSTRUCTION OF THE AQUATICS CENTER AND RELATED AMENITIES AT SALT LAKE PARK

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit Design-Build proposals from qualified design-build teams (including contractor and architect/engineer) for the construction of the Aquatics Center and related amenities at Salt Lake Park.

5. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2021-09 approving the Fiscal Year 2021-22 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

6. APPROVE ACCEPTANCE OF WORK PERFORMED AS PART OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Alfaro Communications Construction, Inc. for the construction of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Call for Projects ID# F7312;
2. Authorize staff to execute the Notice of Completion and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release Alfaro Communications Construction, Inc.'s retention invoice for the amount of \$64,435.04.

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF FIREWORKS SALES PERMIT APPLICATIONS SUBMITTED BY LOCAL NON-PROFIT ORGANIZATIONS IN THE CITY OF HUNTINGTON PARK

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Fireworks Sales Permit Applications Submitted by local non-profit organizations in the City of Huntington Park; and
2. Authorize the Community Development Department to process the applications and conducts the final inspection of the stands.

POLICE DEPARTMENT

8. AUTHORIZATION TO RENEW AGREEMENT WITH THE CITY OF VERNON FOR INMATE HOUSING

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with the City of Vernon for Inmate Housing Services; and
2. Authorize the City Manager to negotiate and execute agreement.

END OF REGULAR AGENDA

PUBLIC HEARING

9. 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

1. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-10 accepting the 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; and
3. Direct staff to record all documents associated with the dedication.

10. APPROVE PUBLIC HEARING FOR THE ADOPTION OF THE URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-11 adopting the 2020 Urban Water Management Plan and Resolution No. 2021-12 adopting the Water Shortage Contingency Plan; and
3. Direct staff to submit all plans to the State.

11. PUBLIC HEARING FOR THE ADOPTION OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-13 adopting the America's Water Infrastructure Act Risk and Resilience Assessment Report; and
3. Direct the City Manager to sign the Certification of Community Water System Risk and Resilience Assessment in Compliance with America's Water Infrastructure Act of 2018 report and submit to the U.S. Environmental Protection Agency (EPA).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo "Eddie" Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, June 15, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 28th Day of May 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, May 18, 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, May 18, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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:** Cynthia Norzagaray, Director of Parks & Recreation;

INVOCATION

Invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Council Member Macias.

PRESENTATIONS

1. National Police Week Proclamation presented by Vice Mayor Martinez
2. Senior Officer Promotion – Chief of Police, Cosme Lozano introduced Senior Officer Mike Parsa and his family
3. Mental Health Awareness Proclamation presented by Mayor Ortiz.

PUBLIC COMMENT

1. Mr. Jose Rivera, Leticia Valdez, and Adriana M. made comments on the ongoing situation at the alley on 58th St. The residents asked for more patrolling in the area. They stated that Police Officers and Public Works are doing their job, they address the issue and clean the streets, but the transients living on the streets, they go back and create a problem in the area for the residents making loud noises and trashing the area. Neighbors are asking for more Officers to patrol the area.

STAFF RESPONSE

2. Chief of Police provided a response to the situation at the alley on 58th Street and Soto. He stated that officers have been dealing with the concerns in the alley and with the individuals that are persistent about staying there. The Police Department will start coordinating with code enforcement this week to inform the business owners along that alley not to dispose any cardboard boxes and other materials that the homeless individuals can use to create new encampments. PD has also added three-pre plan patrols daily to that alley which should make a difference in days or weeks to come. PD is trying to allow the homeless outreach team to essentially work the problem so we can try to provide services and information and hopefully try to get some of these individuals out of the streets and into some real shelters, this is the real solution.
3. Public Works Director stated that he continues to coordinate with the Chief of Police and his team in order to ensure all alleys get clean up. Daily loads of trucks are full; this happens multiple times a day. Public Works will continue to help the community stays clean.

RECESS TO CLOSED SESSION

At 6:28 p.m. Mayor Graciela Ortiz, recessed to closed session

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

1. CONFERENCE WITH LEGAL COUNSEL - 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

At 7:18 p.m. Mayor Graciela Ortiz reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan made the following announcement: The minutes should reflect that with all five members of the Council present, the item listed on the close session portion of the agenda was discussed:

1. Item #1 - Council was briefed, no final action was taken, nothing further to report. It is appropriate to proceed with the open portion of the agenda.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the May 18, 2021, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held May 4, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated May 18, 2021

CITY MANAGER

3. Adopt Ordinance 2021-01 approving adding sections 2-10.01 and 2-10.02 to Title 2, Chapter 10 of the Huntington Park Municipal Code regarding campaign contribution limits under AB 571

1. RECOMMENDATION OF ITEM UNDER CONSIDERATION

Waive second reading and adopt Ordinance No. 2021-01, approving adding sections 2-10.01 and 2-10.02 to Title 2, Chapter 10 of the Huntington Park Municipal Code regarding campaign contributions limits under AB 571.

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. APPROVE ACCEPTANCE OF WORK PERFORMED AS PART OF CIP 2019-11 HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT GAGE AVENUE AND BISSELL STREET PROJECT

Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve acceptance of work performed by Elecnor Belco Electric, Inc. for the construction of CIP 2019-11 High-Intensity Activated Crosswalk beacon at Gage Avenue and Bissell Street, authorize staff to execute the Notice of Completion and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office, and release Elecnor Belco Electric, Inc. invoice no. 5 for the amount of \$38,380.77 and 5% retention amount of \$9,736.55 for a total of \$48,117.32, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

5. CONSIDERATION AND APPROVAL TO SUBMIT A LETTER TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY EXPRESSING THE INTEREST TO EXCHANGE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT HIGHWAY INFRASTRUCTURE PROGRAMS FUNDING TO SURFACE TRANSPORTATION PROGRAM LOCAL FUNDS

Director Cesar Roldan presented the item.

Motion: Council Member Macias moved to approve applying the Coronavirus Response and Relief Supplemental Appropriations Act funding towards the Slauson Avenue Project – TIP ID LA0G1669, and Authorize the City Manager to execute a letter requesting to participate in Metro's Surface Transportation Program Local Exchange Program on or before the May 28, 2021 deadline, seconded by Council Member Avila. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

6. CONSIDERATION AND APPROVAL OF CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING FOR THE REHABILITATION CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

Director Cesar Roldan presented the item.

Motion: Mayor Ortiz moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA), and authorize staff to record the Notice of Exemption with the County of Los Angeles County Clerk's Office, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

7. CONSIDERATION AND APPROVAL OF AN INCREASE TO PURCHASE ORDER NO. 2542 FOR THE EXPENSE OF IMPORTED WATER

Director Cesar Roldan presented the item.

Motion: Council Member Avila moved to approve an increase to Purchase Order No. 2542 in the amount of \$275,000 from Account No. 681-8030-461.41-00 (Water Supply); and Authorize staff to process Central Basin Municipal Water District invoices for the remaining fiscal year 2020-2, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

8. CONSIDERATION AND APPROVAL OF FISCAL YEAR 2020-21 PUBLIC WORKS DEPARTMENT POST-PANDEMIC AMENDMENTS TO PERSONNEL POSITIONS

Director Cesar Roldan presented the item.

Motion: Mayor Ortiz moved to approve changes to the Public Works Department personnel positions for Fiscal Year 2020-21 as outlined in the revised Department Organizational Chart, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

HUMAN RESOURCES

9. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH AN EXECUTIVE SEARCH FIRM TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE CITY CLERK POSITION

City Manager Ricardo Reyes presented the item.

Motion: Council Member Sanabria moved to authorize the City Manager to enter into an agreement with an executive search firm to conduct an executive recruitment for the City Clerk position, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – Director of Public Works informed Council of the traffic signal at Pacific and Florence. LA County was called and found one of the chips damaged. The County came to fix the issue as quick as possible. It should be working now or tomorrow in the morning.

Vice Mayor Martinez stated that they were complaints from residents regarding the water on Hill and Cudahy. The work that is being done is producing discoloration and making the water brown. The pressure of the water with the new system is pulling everything in. This should take a couple of weeks to get fixed.

Community Development Director thanked the City Council and residents for attending the Informational Housing Element workshop last week. The final number of viewers was 283 in English and 37 in Spanish, and the City has received about 70 surveys regarding the Housing Element. Director encouraged the residents to continue participating. There will be three more informational meeting at our parks. A table with information will be set at the entrance of City Hall, and a second informational workshop is being planned. The public will have the opportunity to review documents and continue to provide more comments for about two or three more months. The final product will be brought before the planning commission and then taken to the City Council.

Chief of Police stated that the school year is about to end and some of the schools are planning to have a commendation event, therefore, PD offered Council and school officials any assistance or assessment from the Police Department with the coordination of those events for traffic control or other safety related issues.

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS –

Councilmember Avila – Nothing reported

Council Member Macias thanked staff for a great meeting. She reminded everyone that there was a food pantry the week of May 20 from 1-3 p.m. at the Community Center. She stated that at the Center they continue accepting new seniors, if anyone is 60 years or older they qualify. She also provided an update on the West Santana Branch: City will be providing information via social media and a presentation will be added to the council agenda.

Councilmember Sanabria Thanked staff for conducting a safe meeting.

Vice Mayor Martinez thanked staff, as always for keeping the meeting safe. He reminded the residents to get vaccinated. He also stated that illegal fireworks have a negative impact in the community, it affects our seniors and pets. Let's unite to stop the illegal fireworks in our community

Mayor Ortiz reminded the public and colleagues about the Dodgers RBI program. Practices will start June 12, 2021. If there are any coaches interested, please have them contact Parks & Recreation. City of Huntington Park partnership with Girls Scout its free. Graduations are coming, therefore there is a display outside city hall next to the Police Department and will be there until the end of June for those who want to take pictures.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 7:43 p.m. to a regular Meeting on Tuesday, June 1, 2021 at 6:00 p.m.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

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

City of Huntington Park
Demand Register
WR 6-1-21.

Payer Name	Invoice Number	Account Number	Description	Transaction Amount
ABBA TERMITE & PEST CONTROL	46059	111-7065-441.61-20	BEE TREATMENT AT PD	195.00
ACCESS AUTO GLASS LLC	1020	741-8060-431.43-20	TINT WNDWS UNIT 914	\$195.00
ALL CITY MANAGEMENT SERVICES,INC	70294	111-7022-421.56-41	CROSSING GUARD SRVCS	340.00
ALL DATA LLC.	INV/C00644952	741-8060-431.61-20	SUBSCRIPTION FEES 5/8/21-5/7/22	\$340.00
ALLVAREZ-GLASMAN & COLVIN				
2020-10-19651	111-0220-411.32-70	LEGAL SRVCS-OCT/NOV 2020	220.00	
2020-10-19652	111-0220-411.32-70	LEGAL SRVCS-OCT/NOV 2020	64.50	
2020-10-19653	111-0220-411.32-70	LEGAL SRVCS-OCT/NOV 2020	49.50	
2020-10-19654	111-0220-411.32-70	LEGAL SRVCS-OCT/NOV 2020	8,115.80	
2020-11-19658	111-0220-411.32-70	LEGAL SRVCS-OCT/NOV 2020	1,256.50	
2021-01-19713	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	26,862.69	
2021-01-19714	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	1,204.00	
2021-01-19715	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	310.20	
2021-01-19716	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	6,989.27	
2021-01-19717	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	1,975.00	
2021-01-19718	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	789.00	
2021-01-19719	111-0220-411.32-70	LEGAL SRVCS-JAN 2021	838.50	
2021-02-19738	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	28,941.33	
2021-02-19739	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	408.50	
2021-02-19740	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	40.00	
2021-02-19741	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	5,994.91	
2021-02-19742	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	1,691.00	
2021-02-19743	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	1,168.81	
2021-02-19744	111-0220-411.32-70	LEGAL SRVCS-FEB 2021	1,337.00	
2020070819669	745-903-1413-32-70	LEGAL SERVICES CLAIMS	3,975.00	
2021-01-19673	745-903-1413-32-70	LEGAL SRVCS-CLAIMS	2,620.60	
ALVARO ENCARNACION	5/7/2021	111-8020-431.15-25	BOOT REIMBURSEMENT	\$94,852.11
				200.00
AMAZON.COM SERVICES, INC.	14H9-CFHL-QNFX 1KCQ-WH1T-PVJ7 1L1Y-F6W6-CYN3 1Y4N-K1H1-XNKV	111-6020-451.61-35 111-6020-451.61-35 239-6065-490.61-60 239-6065-490.61-60	CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES SENIOR CARE PACKAGE CULTURAL ART SUPPLIES	\$200.00 484.15 77.16 1,974.51 959.78
AT&T	16356362	111-7010-421.53-10	PD PHONE SRVC	\$3,495.60
AT&T MOBILITY	993625860X0514	111-7010-421.53-10	PD CELL PHONE SRVC	394.46
AT&T PAYMENT CENTER	5/7/21-6/6/21 5/7/21-6/6/21 5/7/21-6/6/21	111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	CITY WIDE PHONE SRVC CITY WIDE PHONE SRVC CITY WIDE PHONE SRVC	\$394.46 2,216.15 \$2,216.15 81.09 33.34 33.34

**City of Huntington Park
Demand Register**

WR 6-1-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T PAYMENT CENTER	5/7/21-6/6/21	111-9010-419.53-10	CITY WIDE PHONE SRVC	33.34
	5/7/21-6/6/21	111-9010-419.53-10	CITY WIDE PHONE SRVC	33.34
	5/7/21-6/6/21	111-9010-419.53-10	CITY WIDE PHONE SRVC	101.45
	5/7/21-6/6/21	111-9010-419.53-10	CITY WIDE PHONE SRVC	195.82
BENEFIT ADMINISTRATION CORPORATION	6030156-IN	111-2030-413.56-41	ADMIN FEES 4/21	\$511.72
				50.00
				\$50.00
BERGMAN DACEY GOLDSMITH	28571	745-9031-413.32-70	LEGAL SERVICES-JAN 2021	3,912.50
	28744	745-9031-413.32-70	LEGAL SERVICES-FEB 2021	7,767.70
	28906	745-9031-413.32-70	LEGAL SERVICES-MAR 2021	12,606.50
	28979	745-9031-413.32-70	LEGAL SERVICES-APR 2021	2,954.00
BLACK AND WHITE EMERGENCY VEHICLES	3996	741-8060-431.43-20	REPLACE SIREN SPEAKER	\$27,240.70
BOB BARKER COMPANY INC.	INV1611779	121-7040-421.56-14	JAIL SUPPLIES	80.00
	INV1614739	121-7040-421.56-14	JAIL SUPPLIES	\$80.00
BUILDERS FENCE COMPANY, INC.	1851784	535-8090-452.43-20	POST FOR FENCING	55.17
	1851786	535-8090-452.43-20	POST FOR FENCING	775.62
	1851853	535-8090-452.43-20	POST FOR FENCING	\$830.79
				829.52
				1,106.10
				183.28
CALPRIVATE BANK	244921531JHNWOB	111-0110-411.61-20	ZOOM SUBSCRIPTION	\$2,118.90
	2469216342X8XM7	111-0110-411.61-20	COUNCIL MEETING SUPPLIES	163.77
	247440030566F	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	69.07
	245593038S66EG	111-0220-411.32-70	CONTRACTUAL SRVCS	186.30
	117459844	111-2030-413.61-20	DESK HEATERS	3,000.00
	300012959	111-5055-419.61-20	MEMBERSHIP DUES	144.31
	300013230	111-5055-419.61-20	MEMBERSHIP DUES	95.00
	300013250	111-5055-419.61-20	MEMBERSHIP DUES	95.00
	INV75895081	111-8020-431.61-20	ZOOM SUBSCRIPTION	163.77
	244921531RS8DXJ	111-9010-490.59-15	WEBINAR REGISTRATION	75.00
	24275392JS66JS6	287-8055-432.54-00	RECYCLING GRANT ADVERTISEMENT	2,400.00
				\$6,487.22
CAMPAIGNREP INC	4302021	111-0210-413.56-41	COMMUNITY WEB PORTAL	18,000.00
CENTRAL BASIN MWD	HP-APR21	681-8030-461.41-00	IMPORTED WATER 4/21	\$18,000.00
				103,019.21
CENTRAL FORD	372004	219-8085-431.43-21	PARTS MULTIPLE UNITS	\$103,019.21
	371950	741-8060-431.43-20	PARTS MULTIPLE UNITS	55.81
	371967	741-8060-431.43-20	PARTS MULTIPLE UNITS	514.02
	371994	741-8060-431.43-20	PARTS MULTIPLE UNITS	500.34
	372098	741-8060-431.43-20	PARTS MULTIPLE UNITS	184.64
				48.86

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD			PARTS MULTIPLE UNITS	16.74
	372169	741-8060-431.43-20	PARTS MULTIPLE UNITS	352.87
	372269	741-8060-431.43-20	PARTS MULTIPLE UNITS	171.79
	372274	741-8060-431.43-20	PARTS MULTIPLE UNITS	73.76
	372297	741-8060-431.43-20	PARTS MULTIPLE UNITS	
				\$1,918.83
CHARTER COMMUNICATIONS			PD INTERNET SRVCS	1,650.00
	0467069050721	111-7010-421.53-10	PD INTERNET SRVCS	154.98
	0511379041321	111-7010-421.53-10	PD INTERNET SRVCS	608.38
	0514415043021	111-7010-421.53-10	CITY HALL INTERNET SRVCS	158.72
	0019175040121	111-9010-419.53-10	PD INTERNET SRVCS	294.39
	0389644050121	121-7040-421.56-14		
				\$2,866.47
CLINICAL LAB OF SAN BERNARDINO, INC			PRE-EMPLOYMENT PHYSICALS	262.25
COMMERCIAL TIRE COMPANY			TIRES UNIT 990	\$262.25
	1-166570	741-8060-431.43-20	TIRES UNIT	356.48
	1-GS166683	741-8060-431.43-20	TIRES PD UNITS	518.56
COMMUNITY VETERINARY HOSPITAL			K9 VET SERVICES	\$875.04
CONCENTRA MEDICAL CENTERS			PRE-EMPLOYMENT PHYSICALS	\$462.50
CONTRERAS GARDEN SUPPLY			EQUIPMENT MAINTENANCE	928.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS			TRAFFIC SIGNAL REPAIR	\$928.00
	IN210000848	221-8014-429.56-41	TRAFFIC SIGNAL MAINT 4/21	462.00
	REPW21051006405	221-8014-429.56-41		
CR&R INCORPORATED			WASTE & RECYCLNG- MAY 2021	\$462.00
	0086647	111-8027-431.56-59		934.28
CRUZ INVESTMENTS INC			FATHERS DAY EVENT	667.78
DAILY JOURNAL CORPORATION			ORDINANCE PUBLICATION	\$1,602.06
DAPEER, ROSENBLIT & LITVAK			LEGAL SERVICES	16,680.00
DEPARTMENT OF JUSTICE			FINGERPRINT APPS	\$1,625.00
	507312	111-7030-421.56-41		100.00
DUNN EDWARDS CORPORATION				\$100.00
	2009317680	111-8095-431.61-50		70.00
	2009317685	111-8095-431.61-50		
	2009317925	111-8095-431.61-50		
	2009318358	111-8095-431.61-50		
	5009015873	111-8095-431.61-50		
	70000113211	111-8095-431.61-50	RETURN CREDIT	-861.36
			PAINT SPRAYER	3,066.00
				\$3,998.98

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EL PASTOR BAR & GRILL LLC	04192021	239-0280-490.51-04	BUSINESS ASSISTANCE PROGRAM	10,000.00
ELECNOR BELCO ELECTRIC, INC	14-0467-005	202-8080-431.73-10	CIP 2019-11 HAWK SIGNAL	\$10,000.00
FERGUSON ENTERPRISES INC	0039189	111-8022-419.43-10	PLUMBING SUPP WATER MAIN	38,380.77
FM THOMAS AIR CONDITIONING INC	42301	111-7024-421.56-41	AC SRVCS-APR-JUN 2021	\$163.49
	42301	111-8020-431.56-41	AC SRVCS-APR-JUN 2021	1,247.05
	42301	111-8022-419.56-41	AC SRVCS-APR-JUN 2021	106.89
	42301	111-8023-451.56-41	AC SRVCS-APR-JUN 2021	1,247.05
				962.01
GOODIES UNIFORMS	2021-36097	111-7022-421.61-24	EMPLOYEE UNIFORMS	\$3,563.00
	2021-36098	111-7022-421.61-24	EMPLOYEE UNIFORMS	1,062.98
	2021-36323	111-7022-421.61-24	EMPLOYEE UNIFORMS	396.46
				268.73
GRAINGER	98893883943	741-8060-431.43-20	SHOP SUPPLIES	\$1,728.17
	9903236868	741-8060-431.43-20	SHOP SUPPLIES	169.82
				65.90
GUTIERREZ BACKGROUND INVESTIGATIONS	2021-4	111-7010-421.56-41	PRE-EMPLOYMENT BACKGROUND	\$235.72
	2021-5	111-7010-421.56-41	PRE-EMPLOYMENT BACKGROUND	1,000.00
				300.00
HASA, INC.	746169	681-8030-461.41-00	SODIUM HYPOCHLORITE	\$1,300.00
	746170	681-8030-461.41-00	SODIUM HYPOCHLORITE	256.12
	746171	681-8030-461.41-00	SODIUM HYPOCHLORITE	281.73
	748088	681-8030-461.41-00	SODIUM HYPOCHLORITE	213.44
	748090	681-8030-461.41-00	SODIUM HYPOCHLORITE	197.68
				170.75
				\$1,119.72
HERNANDEZ SIGNS, INC.	4821	111-8022-419.43-10	FLOOR GRAPHIC SIGNS	407.92
	4410	111-8023-451.43-10	SNEEZE GUARDS	1,984.25
	4422	111-8023-451.43-10	SNEEZE GUARDS	1,513.73
				\$3,905.90
HOME DEPOT - PUBLIC WORKS	4010071	111-8010-431.61-21	CEMENT SUPPLIES	296.98
	4371123	111-8010-431.61-21	CEMENT SUPPLIES	150.67
	5541775	111-8022-419.43-10	FURNITURE HOLE CVRS	23.84
	8013160	111-8022-419.43-10	PLUMBING SUPPLIES	67.10
	4360302	111-8023-451.43-10	RESTROOM SUPPLIES	561.17
	7391243	221-8012-4229.61-20	HARDWARE SUPPLIES	532.12
	9380518	221-8012-4229.61-20	HARDWARE SUPPLIES	781.68
	4211383	239-6065-490.61-60	HAND SANITIZER	595.29
	4562456	239-6065-490.61-60	FOLDING TABLES	1,935.02
	5335290	239-6065-490.61-60	HAND SANITIZER	1,984.33
	5464416	239-6065-490.61-60	ELECTROSTATIC SPRAYER	769.55
	5900741	239-6065-490.61-60	CLEANING SUPPLIES	1,065.57

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Payer Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	5902955	239-6065-490.61-60	DISINFECTANT	108.93
	6902858	239-6065-490.61-60	DISINFECTANT	87.14
	9380517	535-8016-431.61-45	CONCRETE MIX	758.74
TBE DIGITAL	436507	111-9010-419.44-10	CLERK COPIER LEASE	173.72
INFRAMARK LLC	63518	681-8030-461.43-30	SCADA SYSTEM UPGRADE	\$173.72
	63515	681-8030-461.56-41	INSTALL WATER METERS	90,727.67
	63520	681-8030-461.73-10	PROCUREMENT WATER METERS	44,496.98
				13,503.59
				\$148,728.24
INFRASTRUCTURE ENGINEERS	25904	111-5010-419.56-49	BLDNG & SAFETY -APR 2021	41,862.50
	25931	111-8010-431.76-06	SLAUSON CONGESTION RELIEF	1,495.20
	25932	111-8080-431.56-62	ENGINEERING SRVCS-APR 21	14,051.67
	25932	221-8010-431.56-41	ENGINEERING SRVCS-APR 21	5,733.00
	25886	221-8010-431.76-12	STREET ENHANCEMENT PROJ.	24,441.34
	25932	222-8080-431.56-41	ENGINEERING SRVCS-APR 21	28,872.83
	25921	681-8030-461.76-09	WATER MAIN REPLACEMENT PROJ.	5,656.00
				\$122,112.54
JTB SUPPLY COMPANY INC	108859	221-8012-429.61-20	HARDWARE AND SIGN SUPPLIES	1,318.90
JUAN LUIS BENITEZ	20549-8834	681-0000-228.70-00	CREDIT BALANCE REFUND	60.64
JULIA PINEDA	HP030031993	111-0000-351.10-10	CITATION REFUND	\$60.64
KLIMT CONSULTING, LLC	08-UGLC	152-6010-451.73-10	GREENWAY LINEAR PARK PROJECT	55.00
				\$55.00
LACMTA	21621	219-8085-431.58-50	TAP CARDS JAN 2021	\$7,500.00
	31521	219-8085-431.58-50	TAP CARDS FEB 2021	59.34
	41521	219-8085-431.58-50	TAP CARDS JAN 2021	59.34
	51521	219-8085-431.58-50	TAP CARDS APR 2021	59.34
	6013926	219-8085-431.58-50	SENIOR TAP CARDS	60.00
				\$297.36
LEGAL SHIELD	5-15-2021	111-0000-217.60-50	MONTHLY PREMIUM 5/21	28.90
LGP EQUIPMENT RENTALS INC	118564	111-8010-431.61-21	CEMENT SIDEWLK RPR	\$28.90
LOS ANGELES COUNTY CLERK'S OFFICE	CIP 2020-03	681-8030-461.76-18	EXEMPTON FILING FEE	414.82
LOS ANGELES TIMES	5-6-21	121-7040-421.56-14	NEWSPAPER SUBSCRIPTION	\$75.00
LOZADA'S TRANSMISSIONS INC.	216	741-8060-431.43-20	VEHICLE REPAIR	110.49
MANAGED HEALTH NETWORK	PRM-062268	111-0000-217.50-60	EMPLOYEE WELLNESS-MAY 2021	\$110.49
				700.00
				\$700.00
				290.40
				\$290.40

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MARIA DE JESUS FRANCO CASTELLANOS	04192021	239-0280-490.51-04	BUSINESS ASSISTANCE PROGRAM	10,000.00
MARILYN R GORRIN	19181-6790	681-0000-228.70-00	CREDIT BALANCE REFUND	\$10,000.00
MARINA LANDSCAPE, INC	11	152-6010-451.73-10	GREENWAY PROJECT-MAR 21	\$252.71
	11	681-8030-461.76-08	GREENWAY PROJECT-MAR 21	59,606.96
				32,831.64
MAYAH VASQUEZ	04192021	239-0280-490.51-04	BUSINESS ASSISTANCE PROGRAM	\$92,438.60
MERRIMAC ENERGY GROUP	2212355	741-8060-431.62-30	FUEL PURCHASE	10,000.00
MONTANOS TEST ONLY	34248	741-8060-431.43-20	SMOG CHCK UNIT 273	\$10,000.00
	34340	741-8060-431.43-20	SMOG CHCK UNIT 196	27,910.40
	34341	741-8060-431.43-20	SMOG CHCK UNIT 903	\$27,910.40
MUNICIPAL WASTE SOLUTIONS	1050	285-8050-432.56-41	SB1383 IMPLEMENTATION-MAR 21	45.00
NAPA AUTO PARTS	083073	741-8060-431.43-20	PARTS UNIT 186	45.00
	083076	741-8060-431.43-20	PARTS UNIT 186	45.00
NCM CARWASH	10074	741-8060-431.43-20	CAR WASH BILL APRIL 21	\$135.00
NEW CHEF FASHION INC.	1006228	111-7022-421.61-24	EMPLOYEE UNIFORMS	6,930.00
NICHOLS CONSULTING ENGINEERS, CHTD	966023012	221-8010-431.76-01	STREET ENHANCEMENT PROJ	\$6,930.00
OREILLY AUTO PARTS	2959-386312	219-8085-431.43-21	PARTS SHOP SUPPLIES	141.63
	2959-387549	219-8085-431.43-21	PARTS SHOP SUPPLIES	42.03
	2959-386157	741-8060-431.43-20	PARTS SHOP SUPPLIES	\$183.66
	2959-386170	741-8060-431.43-20	PARTS SHOP SUPPLIES	69.46
	2959-386214	741-8060-431.43-20	PARTS SHOP SUPPLIES	\$69.46
	2959-386251	741-8060-431.43-20	PARTS SHOP SUPPLIES	46.31
	2959-386334	741-8060-431.43-20	PARTS SHOP SUPPLIES	\$46.31
	2959-386412	741-8060-431.43-20	PARTS SHOP SUPPLIES	30,995.72
	2959-386577	741-8060-431.43-20	PARTS SHOP SUPPLIES	\$30,995.72
	2959-386611	741-8060-431.43-20	PARTS SHOP SUPPLIES	19.73
	2959-386662	741-8060-431.43-20	PARTS SHOP SUPPLIES	31.58
	2959-386840	741-8060-431.43-20	PARTS SHOP SUPPLIES	17.62
	2959-386842	741-8060-431.43-20	PARTS SHOP SUPPLIES	101.06
	2959-386847	741-8060-431.43-20	PARTS SHOP SUPPLIES	55.10
	2959-387323	741-8060-431.43-20	PARTS SHOP SUPPLIES	121.08
	2959-387553	741-8060-431.43-20	PARTS SHOP SUPPLIES	93.66
	2959-389026	741-8060-431.43-20	PARTS MULTIPLE UNITS	110.03
				7.66
				107.65
				209.61
				134.49
				149.90
				270.94
				30.61
				8.81
				766.49
				\$2,236.02

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OK PRINTING DESIGN & DIGITAL PRINT	2064	111-5010419.61-20	BLDNG DIVISION FORMS	270.25
PARS	48009	111-9010419.56-41	PARS ARS FEES-MAR 2021	\$270.25
	48077	216-3010415.56-41	PARS REP FEES-MAR 2021	480.90
PEGGY HO	24283-6028	681-0000-228.70-00	CREDIT BALANCE REFUND	\$2,459.74
PENSKE CHEVROLET	260013	741-8060-431.43-20	A/C PARTS UNIT 351	\$2,940.64
	260025	741-8060-431.43-20	A/C PARTS UNIT 351	7.30
	260101	741-8060-431.43-20	A/C PARTS UNIT 351	57.56
	260232	741-8060-431.43-20	A/C PARTS UNIT 351	210.16
	260233	741-8060-431.43-20	A/C PARTS UNIT 351	69.25
	260825	741-8060-431.43-20	A/C PARTS UNIT 351	312.33
			PARTS FOR UNIT 186	429.24
PILGRIM FENCE CO	37260	535-8090-452.43-20	FENCE POST GREENWAY	\$1,453.90
	37262	535-8090-452.43-20	FENCE POST GREENWAY	240.15
	37310	535-8090-452.43-20	RAIL ENDS FOR FENCE	366.70
	37263	741-8060-431.43-20	WHEELS FOR ENTRY GATE	66.51
				133.29
PRAXAIR	63468721	535-8016-431.61-45	WELDING MATERIALS	\$806.65
PURCHASE POWER	5-11-2021	111-7040-421.56-41	MAIL SYSTEM LEASE	\$623.78
REXEL COMMERCIAL & INDUSTRIAL	S130585889.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	\$557.07
	S130585889.002	535-8016-431.61-45	STREET LIGHTING SUPPLIES	83.04
	S130585889.003	535-8016-431.61-45	STREET LIGHTING SUPPLIES	217.78
	S130636340.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	59.04
	S130636340.002	535-8016-431.61-45	STREET LIGHTING SUPPLIES	5,659.81
			STREET LIGHTING SUPPLIES	1,092.28
SAFETY KLEEN	86036634	741-8060-431.43-20	SRVC BRAKE CLNR	\$7,111.95
SANTA CATALINA MEDICAL CLINIC	2359-21864	681-0000-228.70-00	CREDIT BALANCE REFUND	511.37
SMARTSIGN	MPP-175848	111-5010419.61-20	REFLECTIVE PRKNG PRMTS	\$511.37
SOUTH COAST AIR QUALITY MGMT DISTR.	3813962	741-8060-431.43-20	AQMD FEE 7/20-6/21	79.49
	3814149	741-8060-431.43-20	AQMD FEE 7/20-6/21	\$79.49
SOUTHERN CALIFORNIA EDISON	4/7/21-5/5/21	111-7024-421.62-10	ELECTRICAL VARIOUS LOCATIONS	\$385.47
	4/19/21-5/17/21	111-8020-431.62-10	ELECTRICAL VARIOUS LOCATIONS	5,243.48
	3/3/21-3/31/21	111-8022-419.62-10	ELECTRICAL VARIOUS LOCATIONS	1,251.14
	3/2/21-3/26/21	111-8023-451.62-10	ELECTRICAL VARIOUS LOCATIONS	1,219.17
	3/3/21-3/31/21	111-8023-451.62-10	ELECTRICAL VARIOUS LOCATIONS	25.56
				2,935.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TIREHUB, LLC	20439043	741-8060-431.43-20	TIRES	271.00
	20495083	741-8060-431.43-20	TIRES	482.89
TONY GARCIA	592021	111-8010-431.15-25	BOOT REIMBURSEMENT	\$753.89
V & V MANUFACTURING, INC.	52912	111-7010-421.61-20	BADGE WALLETS	198.42
VERIZON WIRELESS	9879943014	111-0110-411.53-10	COUNCIL PHONE SRVC	\$198.42
	9879943014	111-0210-413.53-10	ADMIN PHONE SRVC	141.08
	9879943014	111-3010-415.53-10	FINANCE PHONE SRVC	\$141.08
	9879943014	111-6010-419.53-10	PARKS PHONE SRVC	277.35
	9878827126	111-6010-451.56-41	PARKS PHONE SRVC	150.95
	9878827126	111-8010-431.53-10	PW PHONE SRVC	61.47
	9878827126	111-8095-431.53-10	PW PHONE SRVC	217.51
	9878827126	681-8030-461.53-10	PW PHONE SRVC	38.01
VULCAN MATERIALS COMPANY	72929116	111-8010-431.61-21	ASPHALT POT HOLE PRRS	\$381.00
	72934829	111-8010-431.61-21	ASPHALT POT HOLE PRRS	249.40
	72936896	111-8010-431.61-21	ASPHALT POT HOLE PRRS	251.84
	72939259	111-8010-431.61-21	ASPHALT POT HOLE PRRS	853.33
	72944094	111-8010-431.61-21	ASPHALT POT HOLE PRRS	85.42
	72946663	111-8010-431.61-21	ASPHALT POT HOLE PRRS	362.47
WALTERS WHOLESALE ELECTRIC COMPANY	\$117359075.004	535-8016-431.61-45	5 PULL BOX COVERS	\$2,172.27
	\$117999408.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	177.61
	\$117999408.002	535-8016-431.61-45	STREET LIGHT SUPPLIES	66.50
WATER REPLENISHMENT DISTRICT OF	03312021	681-8030-461.41-00	GROUNDWATER PRDCTN	1,233.72
WEST & ASSOCIATES ENGINEERING, INC	4	202-8080-431.73-10	ENVIRONMENTAL DESIGN	\$1,477.83
WEST GOVERNMENT SERVICES	844305856	111-7030-421.56-41	INFORMATION RETRIEVAL SRVCS	94,984.30
WEX BANK	71665542	741-8060-431.62-30	FUEL PURCHASE	\$94,984.30
XPRESS WASH INC	13275	741-8060-431.43-20	CAR WASH SRVC APRIL 21	6,700.00
				\$742.61
				391.70
				\$391.70
				1,463.00
				\$1,463.00
				\$1,029,140.34

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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 AWARD PROFESSIONAL SERVICES AGREEMENT 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 MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award the professional service agreement (PSA) to inventory and inspect the City and Los Angeles County's catch basin network in compliance with the Municipal Separate Storm Sewer System (MS4) to West & Associates Engineering, Inc. as the lowest responsive and responsible proposer for a not-to-exceed amount of \$117,500;
2. Payable from the fiscal year 2020-21 County of Los Angeles Safe Clean Water Account No. 111-8031-433.76-17; and
3. Authorize the City Manager to execute the PSA.

BACKGROUND

At the December 1, 2020 City Council meeting, the City Council adopted the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for fiscal year 2020-21. Part of the plan was for the inspection and inventory of catch basins in preparation of future work to measure, fabricate and install Connector Pipe Screen (CPS) and/or Automatic Retractable Screen (ARS) units. On April 20, 2021, the City Council authorized staff to seek proposals from qualified consultants to inventory and inspect the condition of the City and Los Angeles County Flood Control District's (LACFCD) catch basin network. The goal is to install CPS units or a combination of both CPS and ARS units that capture and minimize the discharge of debris into the Los Angeles River. Trash excluders are the preferred structural method to meet the total maximum daily load (TMDL) requirements as set forth by the Los Angeles Regional Water Quality Control Board (RWQCB).

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT 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 MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

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City is responsible to ensure that trash does not enter the Los Angeles River and this includes installing trash excluders on catch basins within City limits that are owned and maintained by LACFCD. City is responsible to prevent debris and pollution that originates within the City from entering the storm drain system and discharging into the Los Angeles River.

On April 23, 2021, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering firms that perform similar type work.

The City solicited proposals from qualified firms and the date to submit proposals was May 20, 2021. The City received two proposals.

1. West & Associates Engineering Inc.: \$117,500
2. Mulholland Consulting, Inc.: \$121,695

City staff has relayed that engineering support from an outside consultant is necessary to complete the tasks as outlined in the RFP. Based on the proposals evaluated, it is staff's recommendation to award the professional services agreement to West & Associates Engineering Inc.

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. City is awarding 1. West & Associates Engineering Inc. with the professional services agreement based on demonstrating competence and qualifications for this type of services.

FISCAL IMPACT

On March 9, 2021, the City received \$419,513.82 from the County of Los Angeles for the City's portion of the Safe Clean Water Transfer Agreement No. 2020MP34. This allocation is part of the Los Angeles County Flood Control District's Safe and Clean Water Program funding from County voter initiate Measure W. Staff recommends awarding the contract agreement to West & Associates Engineering, Inc. as the lowest responsive and responsible proposer for a not-to-exceed amount of \$117,500 payable from Account No. 111-8031-433.76-17.

CONCLUSION

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT 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 MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT**

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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. West & Associates Engineering, Inc. Professional Services Agreement
- B. Mulholland Consulting, Inc. Proposal

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of June 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **West & Associates Engineering, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR 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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **June 1, 2021** to **December 31, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. 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.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$117,500** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours

worked by CONTRACTOR'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 notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:** CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR 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. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) 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 CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) 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 and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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

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

3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR 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 CONTRACTOR'S insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR 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, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **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 and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against 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 or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

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

4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

- 5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 fourteen (14) 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 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'S and/or its employees' disregard or violation of 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY 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 written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement

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

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all 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 CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONTRACTOR:

West & Associates Engineering, Inc.
78 Anacapa Court
Foothill Ranch, CA 92610
Attn: Phillip West, P.E., QSD/QSP
Office: (949) 716-7670
philw@westaeng.com

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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

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

6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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:

WEST & ASSOCIATES ENGINEERING, INC.:

By: Ricardo Reyes
City Manager

Date: _____

By: Phillip West
Principal/President

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

WEST & ASSOCIATES ENGINEERING, INC.

City of Huntington Park

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



May 20, 2021

Submitted by:

West & Associates Engineering, Inc.



May 20, 2021

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

Subject: Professional Services for Inspection, Inventory and Permitting to Install Connector Pipe Screens and Automatic Retractable Screens on LACFCD and City-Owned Catch Basins

Dear Mr. Roldan:

West & Associates is pleased to submit our Proposal for the Professional Services for Inspection, Inventory and Permitting to Install Connector Pipe Screens and Automatic Retractable Screens on LACFCD and City-Owned Catch Basins for the City of Huntington Park (City).

We are a small firm (CA "S" Corp. - C3986570) with stormwater design and inspection experience, of which NPDES-related compliance has been a central component. Our team is familiar with the design, inspection, permitting, and compliance with County and Regional Board regulations. Overall, our team members have been involved in hundreds of public agency projects in their respective careers. Many of these projects have been very similar to the RFP's proposed Scope of Services. In particular, our Project Manager, Mr. Steve Forster, has overseen projects of similar nature while serving as the Public Works Director for the City of La Mirada.

At this time, we very clearly understand that the project is time-sensitive. Our team has been assembled with the knowledge and commitment to completing the project on time and within your desired budget.

In accordance with the RFP, we issue 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.** This proposal is valid for a period of no less than one-hundred & twenty (120) calendar days from the date of this submittal. We further acknowledge that **no addendums** have been issued for this RFP. However, a Q&A set was issued on May 13th, 2021. The signed Q&A set is included on the following page.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,

Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
Office: (949) 716-7670
Cell: (714) 728-8082
philw@westaeng.com

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SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT

***Fee is provided in a separate envelope*

6. Has the City entered into a trash excluder maintenance agreement with LACFCD district before, where this project would be an amendment to the existing agreement? Or would the City be entering into a maintenance agreement for trash excluders for the first time?

The City does not have the trash excluder maintenance agreement with LACFCD. Consultant's responsibility is to obtain the agreement on behalf of the City.

7. Does the City expect the meetings to take place in-person at City Hall? Or would the meetings be conducted via teleconferencing (Zoom, Teams, etc.)?

City does allow in person meetings, though subsequent meetings can be conducted via Zoom, Teams, etc.

8. When approximately does the City foresee issuing an RFP for installation of the subject CPS and ARS devices?

As soon as the inventory is completed by the consultant and a permit is obtained from LACFCD for work to be conducted on LACFCD-owned catch basins.

Answers to RFI No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

West & Associates Engineering, Inc.	05/19/21
Company Name	Date

Phillip West
Print Name


Signature

SECTION 2: CONSULTANT'S BACKGROUND

Company Background

West & Associates Engineering, Inc. or simply "West & Associates" was started in 2015 by Mr. Phillip West. We provide technical consulting services to clients throughout Southern California for a broad range of services, including planning, design, and construction. In particular, we **specialize** in the following types of work:



PIPELINES

Water Mains, Sewers, Storm Drains, etc.



FACILITIES

Wells, Pumping Stations, Lift Stations, Valve Vaults, Tanks, Reservoirs, Structures, etc.



GENERAL CIVIL

Streets & Streetscapes, Grading, Parks, Parking Lots, etc.



QSD/QSP NPDES SERVICES

Including preparation and inspection of SWPPPs, WQMPS, NPDES Compliance etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construction Mgmt. & Inspection

Other Notable Services:

- Plan Check
- Staffing Augmentation

Nearly all of the past experience by the West project team members has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with nearly **sixty (60)** public agencies throughout Southern California. A good portion of these clients are repeat clients that the team members have worked with over the years. Clients that Mr. West and the project team members have worked with include **Cities (44)**, **Water Agencies (14)**, **County Agencies (2)**.

Our Project Team members have served clients all over Southern California, regardless of the distance. In fact, we have completed services for municipal agencies which are nearly **four (4) hours away from our office**. We are versatile and able to accommodate your needs!

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL

Related Project Examples

We have experience with **nearly sixty (60) public agencies** in Southern California, including experience with the City of Huntington Park. Most of this experience is past experience for Mr. West prior to the formation of West & Associates. The following experience includes past experience for Mr. West. A list of references with contact information is provided in **Section 7** of this proposal.



CITY OF HUNTINGTON PARK
6550 Miles Avenue, Huntington Park CA 90255
Cesar Roldan, Director of Public Works [\(323\) 584-6320](tel:(323)584-6320)
croldan@h pca.gov

West & Associates is currently involved with the City of Huntington Park on the following project(s):

1. CALTRANS ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE IV PROJECT

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

2. URBAN WATER MANAGEMENT PLAN

Engineering services for the preparation of the City's 2020 Urban Water Management Plan. The project involved an analysis of the City's water system, calculation of future growth, demands, and water supply, and a plan of action to manage supplies under various climatic and emergency conditions. The project also involved coordination with outside agencies and with the general public.



CITY OF MONTEBELLO
1600 W Beverly Blvd. Montebello, CA 90640
Albert Mendoza, Deputy Director of Public Works [\(323\) 887-1200](tel:(323)887-1200)
amendoza@cityofmontebello.com

West & Associates is currently involved with the City of Montebello on the following project(s):

1. BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT

Currently providing engineering services for the City's Beach Street Pavement Rehabilitation Project. The project involves removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 5,000 feet. The project also involved **design of a replacement storm drain** connecting to the Rio Hondo Channel, including a hydrology study and sizing of the storm drain.

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [626-355-7135](tel:626-355-7135)

ccimino@cityofsierramadre.com

West & Associates was recently involved with the City of Sierra Madre on the following project(s):

1. FY 2019-20 STREET REHABILITATION PROJECT

Recently provided engineering services for the City's FY 2019-20 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 10,000 feet.



CITY OF LAGUNA NIGUEL

30111 Crown Valley Parkway Laguna Niguel, CA 92677

JC Herrera, Assistant Civil Engineer [\(949\) 362-4382](tel:949-362-4382)

West & Associates was involved with the City of Laguna Niguel in 2017 on the following project(s):

1. REHABILITATION OF LA PLATA DRIVE & IVY GLENN DRIVE STORM DRAIN FACILITIES

Engineering services for the City's La Plata Drive and Ivy Glenn Drive Storm Drain Rehabilitation Project. The project involved review of the existing pipe conditions, review of CCTV video, research of rehabilitation options and costs, preparation of a preliminary design report, and preparation of Plans, Specifications, and Estimates. The project involved nearly 4,000 feet of pipe in two separate street segments in the City.

Other Related Experience

The following table provides a listing of other relevant projects for the project team members:

AGENCY	PROJECT NAME
City of Azusa	Gladstone Elementary Safe Routes to School Survey
City of Baldwin Park	Street Condition Assessment
City of Bellflower	Palo Verde Ave Rehabilitation
City of La Palma	Indigo Lane Storm Drain Improvements
City of Montebello	Beach Street Pavement & Storm Drain Rehabilitation
City of Manhattan Beach	FY 2014/2016 Storm Drain CIP
City of Hawaiian Gardens	Fedde Middle School Safe Routes to School
City of Irwindale	Martin Road Sewer Lift Station Replacement
City Ranchos Palos Verdes	Infrastructure Report Card (Including Sewer System Analysis)
City of Sierra Madre	Grand View Ave. Sewer Replacement
City of Simi Valley	Lost Canyons Drive Storm Drain Improvements
11 DIFFERENT CLIENTS SERVED	11 RELATED PROJECTS

SECTION 4: PROJECT APPROACH

Project Understanding

In accordance with the RFP and as further clarified by the City, we understand that the City is seeking consulting engineering services for the documentation, inspection, PS&E of the City AND County owned catch basins.

West and Associates will conduct scoping meetings with the City and County (Engineering and Public Works) to properly understand, evaluate and review all required documents as a first step.

Our staff is committed to mapping of the aforementioned catch basins using GIS and plotting these on a map using coordinates from the field. This will be completed and uploaded daily via the inspector's daily reports. During the GIS locating, our staff will document the dimensions of the catch basin opening, condition of the catch basin, dimensions of the interior catch basin, size and type of inlet/outfall pipe and if the basin has been cleaned and stenciled. Every street in the City will be inspected for catch basins. Lastly, the team will photo document each location for the project file.

Upon receipt of the field inspections, the design team will analyze the data to develop a recommended connector pipe screen (CPS), automatic retractable screen (ARS) or a recommended action if neither of these types of trash reduction systems are viable. Each location will then receive a plan and specification for that particular location. The sum of the catch basins will then have a master plan and specification and construction cost estimate (PS&E) for the project.

The project team will analyze ownership of all noted catch basins to determine the appropriate parties responsibility associated with their individual infrastructure. The project team will register with and submit an application for the necessary permits from the respective agencies for their approval of the CPS or ARS implementation. In addition, West and Associates will develop a "checklist" for the City that will include the appropriate CEQA finding, MS4 requirements, BMP's, and all necessary environmental protocols that are required of the agency.

West and Associates prides itself on ensuring that our projects are "turn key" and that the final product is timeless and complete. To that extent, we are committed to ensuring that Huntington Park is kept abreast of all changes in regulatory laws during the scope of our work and including these updates to the City as we progress. In addition, we will evaluate each catch basin location for "out of the box" environmental engineering opportunities. These may include other types of mitigation measures that will either save expenses on initial capital outlay or improve storm water discharge beyond what is required should it be cost effective. Examples of these treatments are non-mechanical devices such as infiltration areas, reclaimed water opportunities and use of storm water for irrigation of natural vegetation. Our engineering approach is simple, "develop long term strategies that will be timeless and innovative while ensuring the project budget is met".

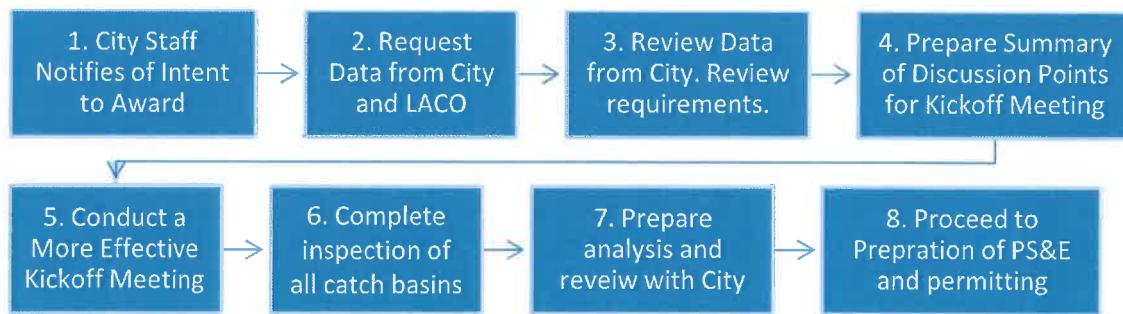
SECTION 4: PROJECT APPROACH

Project Approach

From our research of the project sites, the project locations will be labeled on a map using GIS. In each case, a document data sheet will be incorporated for each catch basin. Data will include, but not be limited to, the following:

- Field Review Form shall include:
- Location
- Condition
- Size
- Cleaned date
- Recommended improvements
- Alternate opportunities
- Direction of flow
- Ownership
- Field notes

To accomplish the Scope of Work, we intend to begin preliminary work on this project upon notice of contract award (instead of upon Notice to Proceed). Typically, this is about one to two weeks prior to the Kickoff Meeting. The preliminary work will include requesting data from the City and County in advance of the Kickoff Meeting and review of the project requirements. This approach will result in a more productive Kickoff Meeting and a more accurate analysis of data. Most importantly, **an early start will save time**. Our approach is illustrated below.



Scope of Work

We acknowledge the tasks described in the RFP. Our proposed Scope of Work will **include the entirety of the Scope described in the RFP**. In order to provide the **best possible services** for your needs, we will consolidate the Scope into the following phases:

- **Task 1: Field Reviews & Surveys**
 1. Phase I – Due Diligence and Inspection
 2. Phase II – Preliminary Engineering and Preparation for Permitting
- **Task 2: Permitting and Regulations**
 3. Phase III – Final Engineering and Permitting

The Schedule in Section 8 of this Proposal shows the sequence and duration of the Phases above. As stated in the RFP, the schedule shows project completion by December 31, 2021.



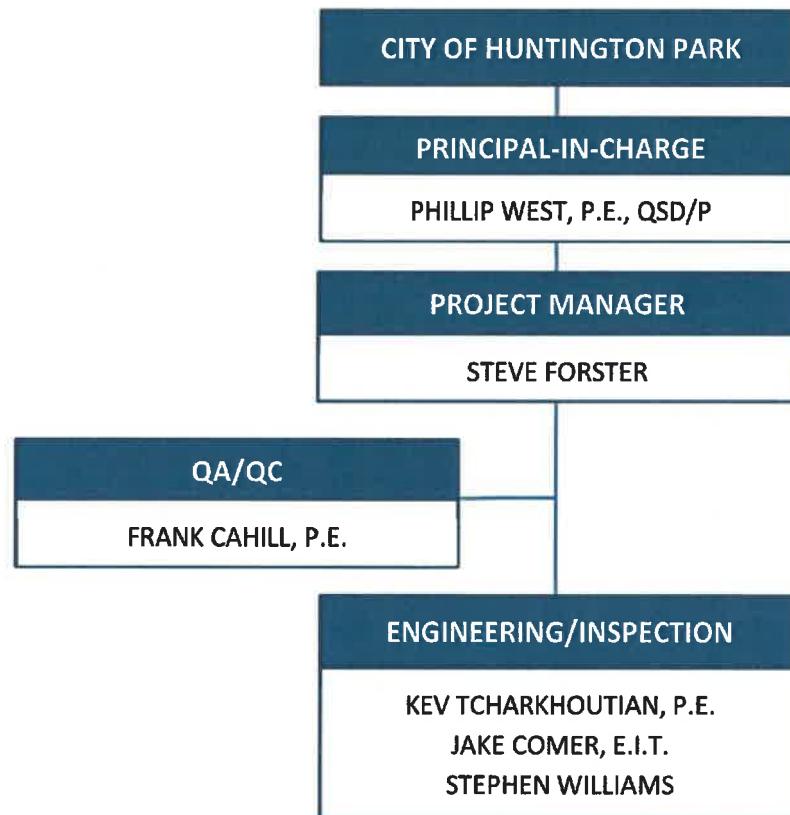
EXHIBIT-A

Sample Locations of Catch Basins in Need of CPS/ARS

SECTION 5: PROPOSED PERSONNEL

Organizational Chart

The project team will consist of the individuals below:



Resumes of the above individuals are provided later in this section.

Office Location and Contact Information

We are a small California "S" Corporation. Our office is located in Foothill Ranch (Lake Forest) in Orange County, California. Mr. Phillip West acts as the Principal/President of the firm.



www.westaeng.com

- Started in 2015
- California "S" Corporation (Fed I.D. No. 81-5259524)
- Contact: Phillip West, P.E., QSD/QSP
- Office: (949) 716-7670
- Cell: (714) 728-8082
- philw@westaeng.com

**Phillip West, P.E., QSD/QSP
Principal-In-Charge**

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 77453
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25034

OVERVIEW:

As Principal/President at West & Associates, Mr. West also serves as a Project Manager for all projects. The entirety of Mr. West's career has been **solely focused on public clients**, and he has served **nearly sixty (60) public agency clients** throughout his career. His experience has been very diverse and involves planning, design, construction management, field surveying, and even staffing augmentation. Most importantly for this particular project, a good portion of Mr. West's background involves a strong component of **storm drain design and/or construction management**.

RELATED PROJECT EXPERIENCE

Mr. West has been involved with the related projects described below. These projects are only a portion of Mr. West's overall experience:

CITY OF HUNTINGTON PARK

Project Management Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

Project Management and Engineering services for the preparation of the City's 2020 Urban Water Management Plan. The project involved an analysis of the City's water system, calculation of future growth, demands, and water supply, and a plan of action to manage supplies under various climatic and emergency conditions. The project also involved coordination with outside agencies and with the general public.

CITY OF LAGUNA NIGUEL

Engineering services for the City's La Plata Drive and Ivy Glenn Drive Storm Drain Rehabilitation Project. The project involved review of the existing pipe conditions, review of CCTV video, research of rehabilitation options and costs, preparation of a preliminary design report, and preparation of Plans, Specifications, and Estimates. The project involved nearly 4,000 feet of pipe in two separate street segments in the City.

CITY OF MONTEBELLO

Project Management and Engineering services for the City's Beach Street Pavement Rehabilitation Project. The project involves removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 5,000 feet. The project also involved **design of a replacement storm drain connecting to the Rio Hondo Channel**, including a hydrology study and sizing of the storm drain.

CITY OF SIERRA MADRE

Project Management and Engineering services for the City's FY 2019-20 Street Rehabilitation Project. The project involved pavement removal and replacement, grind and overlay, slurry seal, removal of trees, curb and gutter replacement, sidewalk replacement, sidewalk repair, driveway replacement, curb ramp replacement, restoration of pavement striping, and manhole adjustment on five separate streets in the City. The total length of the project was 10,000 feet.

Steve Forster
Project Manager**EDUCATION:**
B.S. Business Administration,
University of Phoenix, 1997**REGISTRATION:**
ASCE, Member
APWA, Member
Certified Arborist, No. 2269A**OVERVIEW:**

Mr. Forster has 30 years-experience in municipal civil engineering design and construction. He served as the Public Works Director for the City of La Mirada for 23 years. Was responsible for CIP plans of more than \$50 million a year in the capacity of Public Works Director. Has relevant experience in all aspects of municipal public projects including buildings, public and private infrastructure, capital improvement planning, financing, grant management, engineering, and maintenance.

KEY EXPERIENCE

Mr. Forster has the following key experience:

Public Works Director | City Of La Mirada | 1989-2013

- Represented the City at various intergovernmental agencies and associations.
- Represented the Council at various functions and meetings.
- Prepared weekly reports related to the operations of the City.
- Oversight of training and staff development

Senior Vice President | Infrastructure Engineers | 2015-Present

- Represented the company as an executive level position.
- Responsible for the company's growth from 20 employees to 100 employees.
- Set company goals and developed business strategies.
- Operated the entire construction management and inspection department

RECENT PROJECT EXPERIENCE

Mr. Forster has recently provided Project Management Services for the following projects:

City of Huntington Park: Aquatic Center and Football Field

Providing project management, construction management, inspection, and administration of the project. The City of Huntington Park has begun construction on a \$24,800,000 Aquatics Center complex and associated football field at the 23-acre Salt Lake Park. The City has engaged Infrastructure Engineers to provide project management, construction management, inspection, and administration of the project as well as building plan checking services.

City of Huntington Park: Greenway Linear Park

Providing project management, construction management, inspection and administration for this \$3,200,000 project. The project is 10-block-long stretch of green space where almost every block has fitness equipment, artistic bike racks, playgrounds for children, passive open space, pedestrian and vehicle paths, display gardens and meditation areas.

City of Huntington Park: Various Street Improvement Projects

Designed, budgeted, and constructed the City's first major street rehabilitation project in over 10 years. This \$5,000,000 project was completed in 6 months from design to construction to ensure no loss revenue from various sources.

City of Huntington Park: Water Line Replacement Project

Providing project management, construction management, inspection, and administration of the \$3,500,000 project that entails reconstruction of over 1 mile of 8" domestic water supply.

**Frank Cahill, P.E.
Quality Assurance/Control**

EDUCATION:
University College Dublin,
Ireland
B.Eng. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 55373

OVERVIEW:

Mr. Cahill has about **twenty-five years** of experience in California with civil engineering management, design and construction for site development, and **municipal projects in the water/wastewater industry**. He will be providing quality review of plans prior to submittal to the City.

RELATED PROJECT EXPERIENCE

Mr. Cahill has been involved with the related projects described below and on the following page. These projects are only a small portion of Mr. Cahill's overall experience:

EAST ORANGE COUNTY WATER DISTRICT

Mr. Cahill acted as the District Engineer for East Orange County Water District from 2017 to 2018, for a period of nearly two years. District Engineer duties included oversight of current projects, planning and budgeting of proposed projects, direction of staff and resources. During his tenure, Mr. Cahill oversaw the implementation of the District's Master Plan Update.

IRVINE RANCH WATER DISTRICT

Project Manager & QA/QC services for the Culver Drive Recycled Water Main Replacement project. The project involved replacement of approximately 1,200 feet of existing recycled water main with a new 12-inch PVC recycled water main, along with new recycled service laterals, air-vacs and a blow-off, and abandonment of existing facilities. The project also involved a complex connection in a busy intersection that required traffic control and the installation of a large 8-inch meter vault to an existing golf course.

MOULTON NIGUEL WATER DISTRICT

Project Manager for the Wood Canyon Domestic Water Booster Pump Station which included four 150 HP pumps, suction and discharge piping and valves, LPG standby generator, electrical system and controls, masonry building, grading and miscellaneous site work. Also provided construction management and inspection services.

CITY OF SIMI VALLEY

Prepared a Water Master Plan for a proposed development in the City. The proposed development included roughly 200 homes, new golf courses, a clubhouse, and club member suites. The master plan included nearly 5 miles of new mains, a booster station, a new reservoir, and revitalization of an existing reservoir.

Quality Assurance/Control services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

UNIVERSAL STUDIOS

Prepared Domestic and Fire Water Master Plans as a Universal Studios Project Engineer. Recommended modifications to enhance the performance of the existing systems.

**Jake Comer, E.I.T.
Civil Engineer****EDUCATION:**

California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:

Engineer-In-Training, CA (No. 18-460-16)
Licensed Engineer, CA (In Progress)

OVERVIEW:

Mr. Comer serves as an engineer for various projects, including water, sewer, and storm drain projects. Mr. Comer has experience in hydrologic and hydraulic analyses, engineering design work with both AutoCAD and MicroStation, field data collection, and GIS analyses. **The majority of Mr. Comer's experience has been with public agencies.**

RELATED PROJECT EXPERIENCE

Mr. Comer has been involved with the related projects described below and on the following page. These projects are only a portion of Mr. Comer's overall experience:

CITY OF CHINO

Engineering services for the Yorba Avenue and Eucalyptus Avenue Sewer Main Replacement project. The project involved replacing approximately 5,000 feet of 10-inch and 15-inch sewer main with 15-inch and 21-inch VCP. The project also included a sewer study which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved coordination with Union Pacific Rail Road for a railroad crossing.

USACE LOS ANGELES DISTRICT

Work included field investigations of several Maricopa and Mohave County Flood Control sites, analysis of flood conditions, and the design of new and rehabbed channels. Several areas within the project vicinity were at risk from large storm events and this project set out to rehabilitate existing facilities and to create new protection. Jake developed unit hydrographs and flood profiles within the risk areas. The information was then incorporated with AutoCAD Civil 3D software to generate plans. Coordination with the County officials and surveying contractors was also undertaken to efficiently and effectively provide a product to the client. Once constructed, flooding in these areas will be under control.

ORANGE COUNTY PUBLIC WORKS DEPARTMENT (OCPW)

Performed an investigation of the existing levee conditions along the E01 levee system and compiled information regarding pump stations and tributaries within the project vicinity. Jake implemented GIS mapping and information to perform hydraulic modeling with HEC-RAS, as well as an analysis of the interior drainage. He wrote several technical reports on these levees that were submitted to the OCPW. The project allowed for insight into future large storm events and the conditions of the levees during such events. OCPW was able to determine where areas of their levees need rehabilitation and which residents were in flood risk areas.

IRVINE RANCH WATER DISTRICT (IRWD)

Engineering Intern for one year. Duties included engineering analysis, CAD design, site inspections, preparation of specifications, and preparation of cost estimates. During his internship with IRWD Mr. Comer worked with the Engineering and Planning Department, Development Services, and Operation Center. He also worked on various sites including the Michelson Water Recycling Plant, Baker Water Treatment Plant, San Joaquin Reservoir, and the Biosolids and Energy Recovery Facility Construction site.

**Kev Tcharkhoutian, P.E.
Engineer****EDUCATION:**

California State University,
Long Beach
B.S. Civil Engineering, 1980

REGISTRATION:
Registered Civil Engineer, California
No. 44598

OVERVIEW:

Mr. Tcharkhoutian has over 40 years-experience in municipal civil engineering design and construction. He has served as City Engineer or Public Works Director for several agencies throughout Southern California. Mr. Tcharkhoutian has overseen a wide variety of projects including water, sewer, storm drain, streets, parks, and grading.

RELATED PROJECT EXPERIENCE (CITY ENGINEER OR PUBLIC WORKS DIRECTOR)

Mr. Tcharkhoutian has served as City Engineer or Public Works Director for the following agencies:

- City of Sierra Madre
- City of El Monte
- City of South El Monte
- City of Baldwin Park

RELATED PROJECT EXPERIENCE (OTHER AGENCY EXPERIENCE)

Mr. Tcharkhoutian has served as Principal, Senior, or Associate Engineer for the following agencies:

- City of Montebello
- City of Duarte
- City of Vernon
- City of Wildomar
- City of Colton
- City of South Gate
- City of Maywood
- City of Monrovia
- City of Ontario
- University of Southern California

RECENT PROJECT EXPERIENCE

Mr. Tcharkhoutian has recently provided Inspection Services for the following projects:

CITY OF SIERRA MADRE

Inspection services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

Inspection services for the City's Sierra Vista Park Improvements Project. The project involved the expansion and rehabilitation of the existing parking lot, including the addition of new parking spaces, pavement grinding and overlay, construction of new curb islands, construction of new curb ramps, removal and replacement of driveways, and the re-arrangement of the direction of the parking spaces to provide for better traffic flow in the parking lot.

Stephen Williams
Assistant Engineer**EDUCATION:**
Penn State University,
B.S. Business (Organizational Leadership)**OVERVIEW:**

Mr. Williams provides Engineering, Drafting, Surveying, and QA/QC assistance for West & Associates Projects. Prior to his experience in the water/wastewater industry, Mr. Williams had worked in the manufacturing industry for about 10 years, wherein he supervised a team. His skills with the finer details add to the precision of work for the project team. To date, Mr. Williams has experience on the design of nearly **ten (10) miles of municipal pipelines** for four (4) public agencies.

PROJECT EXPERIENCE

Mr. Williams has been involved with the related projects described below:

CITY OF ALHAMBRA

Engineering services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet.

GOLDEN STATE WATER COMPANY

Project assistant services for GSWC's Lawndale Area Water Main Replacements – Hawthorne Blvd Project, including review of plans and minor adjustments to Design of Plans per Caltrans' comments.

CITY OF SIMI VALLEY

Assistant engineering services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

CITY OF SIERRA MADRE

Land surveying services for the City's FY 2019-20 Street Rehabilitation Project. The project involved grind and overlay, removal and replacement, slurry seal, curb and gutter replacement, sidewalk restoration, striping, and manhole adjustment over roughly 10,000 feet of City streets. This project received Caltrans funding.

Assisted in providing engineering services for the City's Recreation Center Parking Lot Improvements Project. The project involved grind and overlay, removal of curb and gutter, removal of grass parkway, removal of existing trees, construction of new parking spaces and curb islands, construction of new sidewalk and curb ramps, replacement of driveways, and installation of new striping.

CITY OF RANCHO SANTA MARGARITA

Assisted in providing engineering services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing median in Melinda Road at Paseo Alegria near the 241 toll road. The project involved removal of concrete curbs, stamped concrete, landscaping, striping, existing asphalt pavement, and traffic signs. The project also involved the construction of new concrete curbs, new stamped concrete, installation of new asphalt pavement, grind and overlay of asphalt for smooth "feathered" transition for drainage, installation of new project signs and posts, curb painting, and restoration of pavement striping.

SECTION 6: QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Control of Procedures

The following are quality control methods that we plan on implementing for this project:

Direct Project Management

The project manager, Mr. Phillip West, will be directly involved on this project. Instead of periodic reviews and dictations to engineering staff, he will work alongside engineering staff to ensure the work is done properly. All staff members have access to the same files and can edit as the needs arise without things being “lost-in-translation”. This drastically reduces errors during the work process.

Maintain regular communication

We will strive to address all issues the first time, so that the issues do not have to be re-addressed down the road, thus saving time and money. To accomplish this, we will apply the following procedures:

- Important information will be made in writing via email in order to be accessible by all parties throughout the duration of the project.
- Strive for a high level of responsiveness and timeliness with all email and telephone communication. Typically, we respond to all phone calls or emails within a few hours or less. This reduces re-work if communication corrects a design issue that would have otherwise been resolved improperly.

Quality Assurance/Control of Products

All work will go through a QA/QC process before submittal to the client. We strive to have all projects reviewed by an experienced individual not directly involved in the project, although general familiarity with the project and the client is desirable. During the QA/QC process, Adobe PDF software is utilized to review documents as opposed to printing hard copies. This is not done to be “green”, but rather to **save time and to keep records of our quality control**. This is also important if any quarantines persist during this project. The review of the construction documents shall focus on three key areas including: 1) quality of drafting, 2) quality of design, and 3) constructability.

SECTION 7: REFERENCES

References

The following are key references for this proposal:



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park CA 90255

Cesar Roldan, Director of Public Works [\(323\) 584-6320](tel:(323)584-6320)
croldan@hPCA.gov



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Thomas Amare, Engineer [\(626\) 300-1562](tel:(626)300-1562)
tamare@cityofalhambra.org



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [\(626\) 355-7135](tel:(626)355-7135)
ccimino@cityofsierramadre.com



CITY OF CHINO

13220 Central Avenue, Chino, CA 917110

Eduardo Diaz, Engineer [\(909\) 334-3534](tel:(909)334-3534)
ediaz@cityofchino.org



LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

27307 State Hwy. 189, Blue Jay, CA 92317

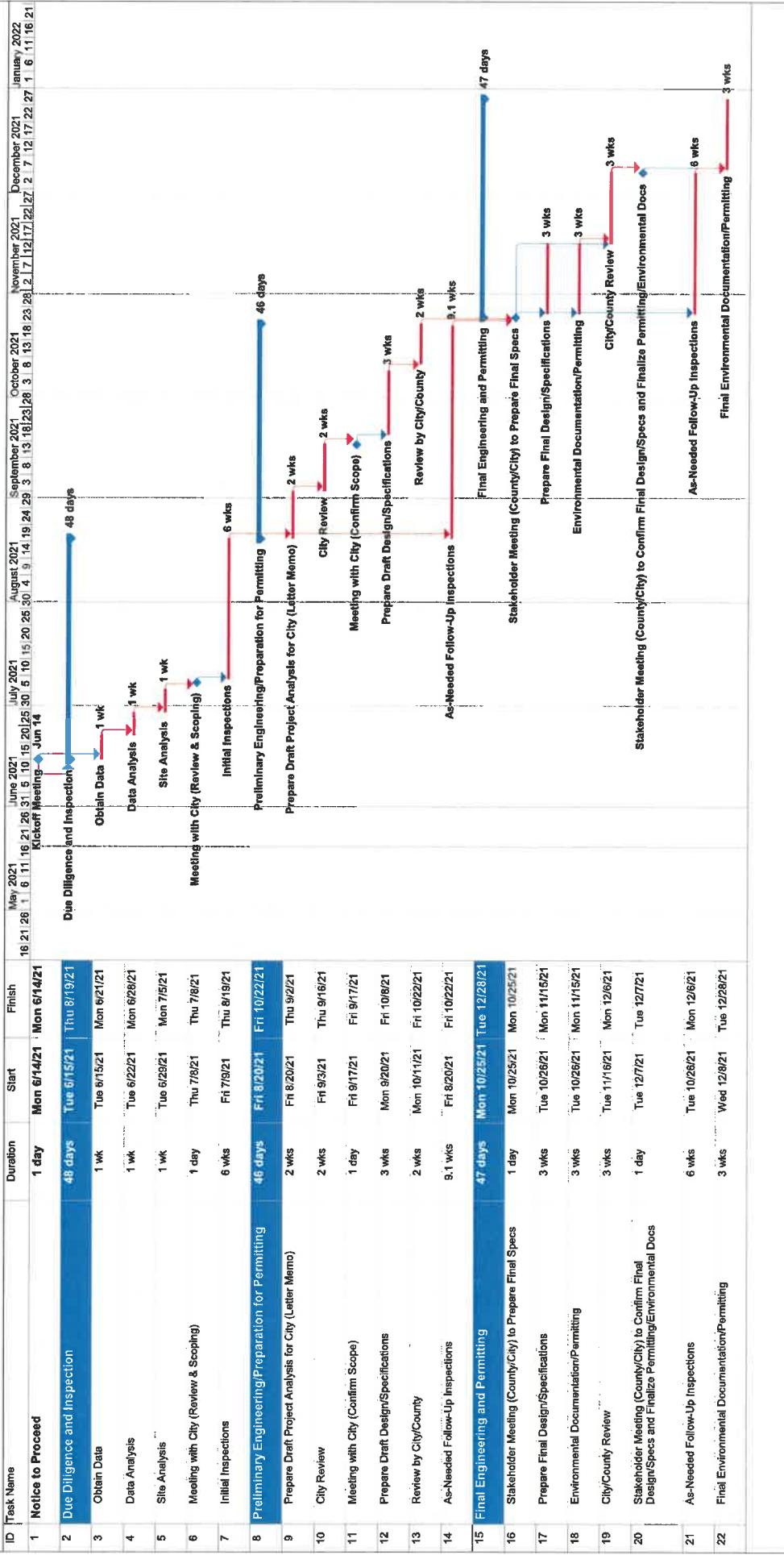
Aida Hercules-Dodaro, District Engineer [\(909\) 336-7100](tel:(909)336-7100)
ahercules@lakearrowheadcsd.com

SECTION 8: SCHEDULE

Project Schedule

We have included our project schedule on the following page in MS Project format. The schedule is based on a start date (Kickoff Meeting) of July 1, 2021. However, the project will start on June 16, 2021 should the award by Council for our firm be on the regularly scheduled Council meeting of June 15, 2021. The schedule shows project completion by December 31, 2021 as stated in the RFP.

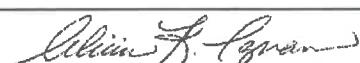
City of Huntington Park
Professional Services for
Catch Basin CPS and ARS



SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT

Statement(s)

At this time, we have no objections to the terms or conditions of the RFP or to the City's standard agreement for professional services. Our insurance coverage meets or exceeds the minimum insurance requirements outlined in the City's agreement for professional services. A sample copy of our insurance certificate is shown below.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 1/23/2020
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656 www.ioausa.com		CONTACT NAME: (AVC) Stephanie Belen PHONE: (949) 297-5962 FAX: (949) 297-5962 (A/C, No.): ADDRESS: stephanie.belen@ioausa.com			
INSURED West & Associates Engineering, Inc. 78 Anacapa Court Foothill Ranch CA 92610-2436		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : Travelers Casualty and Surety Co America INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #	
COVERAGE CERTIFICATE NUMBER: 53744426 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>					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PSB0006154 Scheduled Al Endt #PPB3130212 Professional Services performed by the insured are Excluded	9/19/2019	9/19/2020
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PSB0006154 Included in General Liability	9/19/2019	9/19/2020
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	PSE0002695 Excludes Professional Liability	9/19/2019	9/19/2020
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OWNERSHIP NOT EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	PSW0004148 Waiver of Subrogation Endt #WVC0403060484	9/19/2019	9/19/2020
B	Professional Liability Claims-Made		106587562	9/19/2019	9/19/2020
LIMITS					
EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex. DEPARTMENT) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ COMBINED SINGLE LIMIT (Ex accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Certificate Holder is an Additional Insured with respect to General Liability (GL), but only when required by written contract with the Insured prior to an occurrence as per Endorsement noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the Business Owners' Coverage form. A Workers Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are parties to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation/10 Days for Non-Payment in accordance with policy provisions.					
CERTIFICATE HOLDER FP No. #20197003-PW-WA205 Baker Avenue Water Main Replacement Design Services City of Chino, its elected or appointed officers, officials and employees 13220 Central Avenue Chino CA 91710			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Igram 		

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FEE PROPOSAL

Detailed Fee Estimate

Task No.	ITEM	PM	ENG	INSP	QA/QC	SEC	TOTAL		
		\$150	\$130	\$95	\$130	\$72	HRS.	\$	
NON-OPTIONAL WORK LISTED IN RFP									
Pt. 1 - DUE DILIGENCE									
1	Kickoff Meeting(s) 2 Including Preparation of Agenda & Minutes	8	8	8		2	26	\$3,144	
2	Data Collection, Review	100		400			500	\$53,000	
Subtotal		108	8	408	0	2	526	\$56,144	
Pt. 2 - PRELIMINARY ENGINEERING									
1	Prepare Draft Project Analysis of Catch Basin Inventory	20	60		16	20	116	\$14,320	
2	Meeting with City (Review & Scoping)	8	8				16	\$2,240	
Subtotal		28	68	0	16	20	132	\$16,560	
Pt. 3 - PS&E and PERMITTING									
1	PS&E	16	120		40		176	\$23,200	
2	Permitting - LACO	40	40	24		40	144	\$16,360	
Subtotal		56	160	24	40	40	320	\$39,560	
Direct Costs (printing, reproduction, shipping, mileage, etc.)							N/A	\$5,236	
TOTAL NON-OPTIONAL WORK					192	236	432	56	
					62	978		\$117,500	

Non-Optional Work: \$117,500

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$150
Engineer	\$130
Quality Assurance/Control	\$130
Inspector	\$95
Secretary	\$72

Reimbursable Costs

Vehicle mileage	\$ 0.58/mile
Reproduction	cost + 15%
Postage Delivery	cost + 15%

NOTE: All rates are effective until December 31, 2021 or until the end of this contract.

ATTACHMENT B



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

DATE

MAY 20, 2021

PROPOSAL BY

mulholland[†]

MULHOLLAND CONSULTING, INC.
5000 BIRCH ST.
WEST TOWER, SUITE 3000
NEWPORT BEACH, CALIF. 92660

PROPOSAL FOR

CITY OF HUNTINGTON PARK
6550 MILES AVE.
HUNTINGTON PARK, CALIF. 90255

May 20, 2021
City of Huntington Park
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, Calif. 90255

Our Mission:
A better built environment.

Dear Cesar Roldan:

Thank you for the opportunity to submit this proposal for the "Inspection, Inventory, and Permitting to Install CPS and ARS on LACFCD and City-owned Catch Basins" project. We are interested in assisting the City as we are working on a **SIMILAR** project for the **CITY OF CULVER CITY**. We seek to leverage our **EXPERIENCE, INSIGHTS, and RELATIONSHIPS** with the Los Angeles County Flood Control District to the advantage of the City.

Mulholland Consulting, Inc. is a consulting firm which **PROVIDES** civil engineering and construction management services for public and private clients: government agencies, institutions, developers, architects, contractors, and end users. We synergize engineering and construction **EXPERTISE** for a comprehensive approach. We share our body of knowledge amongst our team to **IMPROVE** outcomes for each project. We aim to bring these **BENEFITS** to every client we work with:

 Mulholland strives to be **RESPONSIVE**. We may not answer on the first ring, but we strive to. You have questions, we have answers. We believe success and the success of our clients are the same. Deadlines are paramount.

 Every project we produce is done with **CONSTRUCTABILITY** in mind. Bringing stakeholders, engineers, and contractors together early produces better projects. We emphasize constructability at every level of execution.

 We seek to understand your **OPERATIONS**. We start projects with the end in mind. Our holistic approach produces better projects. Construction is not the end, but the beginning of ownership.

Mulholland agrees to all of the terms and conditions of the Professional Services Agreement without modification, including indemnification, insurance requirements, and standards of care.

The undersigned, Brian Nieckula is the person authorized to represent Mulholland Consulting, Inc. and can bind the firm to all commitments made in this submittal.

I have read, understood, and agreed to all statements in this Request for Proposal and acknowledge receipt of all addenda/amendments as well as to the terms, conditions, and attachments referenced.

Currently On-call for:
*City of Hermosa Beach
City of South El Monte
City of Glendale
City of Pomona*

Respectfully,



Brian Nieckula, P.E.
President | Mulholland Consulting, Inc.
O 949.229.2449 | brian.nieckula@consultmulholland.com



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APPENDIX A: ANSWERS TO REQUEST FOR INFORMATION NO. 1

Please Note: The Fee Schedule/Cost Proposal has been submitted separately per City's request.

CONSULTANT'S BACKGROUND

A multidisciplinary, team-based approach is necessary for the execution of this project. Please find an introduction to our firm and some of our favorite partners below:

Mulholland Consulting, Inc.



Mulholland Consulting, Inc. ("Mulholland") is the prime consultant on this Proposal. Mulholland will lead the team and provide engineering, design, and construction observation for the project.

Overview. Mulholland Consulting, Inc. is a consulting firm which provides civil engineering and construction management services for public and private clients: government agencies, institutions, developers, architects, contractors, and end users. Our services encompass planning, design, bidding, and construction phases of projects.

• • •

Trash Excluder Experience. Mulholland is completing a very similar project for the City of Culver City. We are currently in plan check with the Los Angeles County Flood Control District (LACFCD) following conformance of the GIS database, field measurements, identification of sump conditions, production of "Exhibit A", explanation of methodology, and identification of catch basins which do not conform to the Standard Plans for Public Works Construction.

• • •

Municipal Experience. Our Principal in Charge has extensive experience working with Cities including Beverly Hills, Carson, Cerritos, Chino, Compton, Culver City, Jurupa Valley, Lomita, Pomona, Rancho Cucamonga, Rosemead, San Dimas, Temple City.

Mulholland is also proud to be on-call for the Cities of Glendale, Hermosa Beach, South El Monte, and Pomona.

Name	Mulholland Consulting, Inc.
California Small Business	2017143
Contact Name	Brian Nieckula, P.E. President Principal in Charge
Address	5000 Birch St. West Tower, Suite 3000 Newport Beach, Calif. 92660
Telephone Number	949.229.2449

Dawson Surveying, Inc.



Dawson Surveying, Inc. ("Dawson") will provide measurements for existing catch basins to prepare "Exhibit A" required by the LACFCD as a subconsultant to Mulholland.

Trash Excluder Experience. Dawson was part of Mulholland's team for the City of Culver City project of near identical scope and provided measurements for existing catch basins within the City limits.

Name	Dawson Surveying, Inc.
Contact Name	Robert Dawson, P.L.S. President Principal
Address	575 E. Carreon Dr. Colton, Calif. 92324
Telephone Number	909.430.0016

McKenna Lanier Group, Inc.



McKenna Lanier Group, Inc. ("MLG") will prepare the California Environmental Quality Act (CEQA) clearance documentation on behalf of the project.

Overview. MLG is an accomplished woman-owned professional management consulting firm and Certified Small Business (micro), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), located in Temecula, California. The MLG Team has extensive experience providing planning, entitlement, environmental, housing, grant writing/management, and development consulting to its clients.

Environmental Expertise. MLG has successfully prepared and reviewed many projects including Initial Studies (IS), Mitigated Negative Declarations (MND), Environmental Assessments (EA), Categorical Exclusions (CATEX), Environmental Impact Reports (EIR) peer review, ordinances, General Plan amendments, zone changes, development code amendments, development agreements, development plans, tentative subdivision maps, conditional use permits, and specific plans.

Name	McKenna Lanier Group, Inc.
Contact Name	Mary McKenna Lanier President
Telephone Number	949.701.1606

QUALIFICATIONS & EXPERIENCE OF CONSULTANT'S PERSONNEL

Qualifications

Our team has served public agencies in various capacities throughout our careers and have a good understanding of their issues, procedures, and policies. An overview of key team members' relevant experience, qualifications, and education can be found below.



Brian Nieckula, P.E. – Principal in Charge

Mulholland Consulting, Inc.

- Registered Civil Engineer, R.C.E. No. 87484
- Project Manager and Designer for City of Culver City's Trash Excluder Project.
- Has working relationships with Los Angeles County Flood Control District staff.

Role. Mr. Nieckula will serve as the project team contact and liaison to the City of Huntington Park ("City"). He will be responsible for project management, design, engineering, and construction observation.

Location. Newport Beach Office, Remote



Karen Campbell – Project Engineer

Mulholland Consulting, Inc.

- Possesses over thirty years of experience working for City Governments on Capital Improvement Projects.
- Possesses a great depth of knowledge in administration of Public Works Projects.

Role. Ms. Campbell will assist in the project's engineering and design.

Location. Newport Beach Office, Remote



Robert Dawson, P.L.S. – Land Surveyor

Dawson Surveying, Inc.

- Public Land Surveyor, P.L.S. No. 6932
- Led survey team to measure the catch basins for City of Culver City's Trash Excluder project.

Role. Mr. Dawson will be responsible for the survey team and measurements of the existing catch basins.

Location. Colton Office



Diane L. Jenkins, AICP – Environmental Planner

McKenna Lanier Group, Inc.

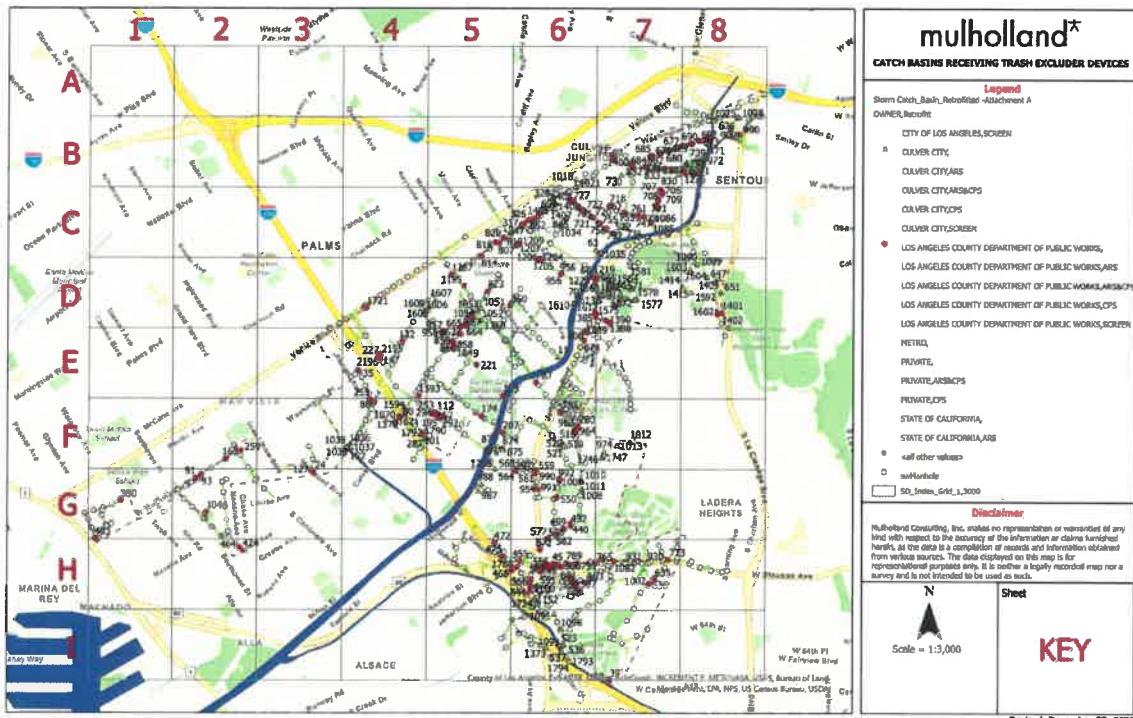
- American Institute of Certified Planners (AICP) Member
- American Planning Association (APA) Member
- Association of Environmental Professionals (AEP) Member
- Possesses over twenty-six years of experience in the areas of urban planning, environmental analysis, CEQA, and advance and current planning.

Role. Ms. Jenkins will be responsible for preparation of the CEQA documentation.

Location. Temecula Office

Experience

Mulholland and its team's most recent experience comes from the City of Culver City's "Catch Basin Trash Excluder Project".



The City of Culver City is required to comply with the Municipal Separate Storm Sewer System (MS4) permit issued by the Los Angeles Regional Water Quality Control Board (LARWQCB) and Trash Total Maximum Daily Load (TMDL) storm water pollution regulations. The MS4 permit requires the City of Culver City to implement Best Management Practices (BMPs) that would improve water quality in the Ballona Creek Watershed, and eliminate trash generated within the City's jurisdictional boundaries from being deposited to Ballona Creek via the public storm water drainage system. The TMDL for trash requires zero-trash to be discharged to Ballona Creek.

■ ■ ■

Mulholland has maintained the same team to pursue this project. We are tasked with the following scope of work very similar to the demands of this project:

- Catch Basin Ownership Research
- Geographic Information System (GIS) Mapping
- Field Survey & Measurements
- Basis of Design for Trash Excluders
- Preparation of Bid Documents
- Bidding Assistance
- GIS Database Reconciliation
- LACFCD Coordination & Permitting
- Processing of LACFCD Maintenance Agreement
- BMP Plans
- GIS Database Conformance
- Shop Drawing Review

PROJECT APPROACH

Understanding

Environmental Assessment

City is required to reduce debris discharged to the Los Angeles River through the public storm drain system to meet the debris TMLD requirements established by LARWQCB.

The CEQA determination is anticipated to be a Categorical Exemption pursuant to Section 15301 (a) Existing Facilities. A Notice of Exemption (NOE) will be prepared using City-provided forms.

A review of the National Pollutant Discharge Elimination System (NPDES) requirements and MS4 Permit will be completed to determine any mitigation measures or environmental requirements are applicable.

Catch Basin Inventory

Mulholland will measure and create a conformed GIS database for 522 City and County-owned catch basins within City limits. Any catch basins found to be on private property will not be retrofitted as part of this project.

The City's existing database will be conformed using field data and the Los Angeles County Storm Drain System GIS database.

Photographs of the front, lids, and insides of the catch basins is imperative for data retention and reference during reconciliation of the GIS database.



Flood Control Permit

LACFCD's Catch Basin Retrofit Permit Preparation instructions can be found online: <https://pw.lacounty.gov/ldd/lddservices/floodPermits/catchBasinRetrofit.shtml>

County Maintenance Agreement

City endeavors to enter into a new maintenance agreement with LACFCD to install and maintain automatic retractable screens (ARS) and connector pipe screens (CPS) units on County-owned catch basins within city limits. LACFCD has a standardized maintenance agreement for use by Cities. Deviations from the standard agreement necessitate additional review and processing time.

LACFCD maintains a list of pre-approved trash excluder devices permitted for installation on their catch basins. Alternate trash excluders will be proposed for those non-conforming catch basins that cannot receive ARS or CPS.

Bid Documents

The contract specifications are subject to LARWQCB regulations, "Greenbook" provisions, Public Contract Code, and City's specific purchasing requirements.

The Special Provisions will be prepared to maximize participation by interested contractors by using LACFCD's list of preapproved devices.

NPDES requirements, MS4 Permit, BMPs, air/water quality, and erosion/sediment control provisions will be included in the Special Provisions.

Work Plan

Task 1. Project Management

- Provision of agendas, minutes, and attendance of eleven meetings.
- Conduct kick-off meeting with City to discuss scoping and deviation from the Tasks presented herein.
- Develop and maintain Gantt Chart schedules for progress of the project.
- Oversee invoicing.

Task 2. Research & Preliminary Design

- Provide ownership research using City as-built drawings, permit records, and "Los Angeles County Storm Drain System" GIS database to verify City's existing GIS database.
- Provide notice of intent to LACFCD to inform them of the City's desire to enter into a maintenance agreement for trash excluders in City limits.

Task 3. Environmental Documentation

- Prepare Preliminary Exemption Assessment.
- Prepare CEQA NOE for recordation with the County of Los Angeles Clerk by the City.
- Provision of signed checklist indicating CEQA clearance documentation has been completed.

Task 4. Field Review & Surveys

- Take field measurements for all catch basins receiving trash excluders including catch basin type, curb opening length, curb opening height, drop inlet grate dimensions, lateral pipe type, and lateral pipe sizes. Measurements will be used to select structural BMPs.
- Take photographs of the front, lid, and insides of the catch basins and number them according to their object number in the GIS database.

Task 5. Trash Excluder Design

- Verify validity of LACFCD's list of preapproved trash excluder devices.

- Present a Basis of Design report containing a matrix of approved devices, cut sheets, and approximate unit (each) costs to the City.
- Prepare Special Provisions and Bid Documents for the project using City's "boiler plate" General Provisions.
- Prepare GIS maps corresponding to "Exhibit A" to facilitate installation of devices by contractor.

Task 6. LACFCD Permit Application & Maintenance Agreement

- Completion of LACFCD's "Exhibit A" spreadsheet.
- Obtain Letter of Authorization from City.
- Apply through the EpicLA permitting portal for stormwater permit to install trash excluders and initiate plan check.
- Respond to comments from LACFCD during plan check.
- Present LACFCD's standard maintenance agreement for trash excluders to City for approval.
- Support approval of maintenance agreement at City Council meeting.

Task 7. Bid Phase Assistance

- Respond to requests for information (RFIs) and prepare addenda.

Task 8. Construction Phase Assistance

- Review shop drawings prepared by contractor for conformance with Bid Documents prior to approval by LACFCD.
- Respond to RFIs.
- Support City and low bidder to ensure contractor pulls construction permit.
- Provide a conformed GIS database to the City using contractor's as-builts.

Task 9. Construction Observation

- Provide periodic, daily construction observation during installation of trash excluder devices.
- Provide daily report and notation for any catch basins that may not be suitable for retrofit.

mulholland[†]

BRIAN NIECKULA, P.E.
PRINCIPAL IN CHARGE

Mulholland Consulting, Inc.
O 949.229.2449
C 951.533.4791
brian.nieckula@consultmulholland.com
linkedin.com/in/briannieckula
5000 Birch St.
West Tower, Suite 3000
Newport Beach, Calif. 92660

REGISTRATION

Professional Civil Engineer, California
C87484

EDUCATION

Texas Tech University
Bachelor of Science in Civil Engineering

WORK EXPERIENCE

Principal in Charge | President
Mulholland Consulting, Inc. (2019 – Present)

Project Manager | Vice President
KEC Engineers, Inc. (2010 – 2019)

Project Manager
KEC Construction Group, LLC (2016 – 2018)

Associate Engineer
West Texas Engineering, LLC (2013)

PROJECT EXPERIENCE

Catch Basin Trash Excluder Project

City of Culver City (2020 – Present)

- Obtaining Flood Control Permit for Catch Basin Retrofits of 314 City and County owned catch basins with trash excluder devices
- Provided ownership research, GIS database management, and map production



Civic Center Sewer and Storm Water Lift Stations

City of Cerritos (2019 – Present)

- Designing new 320 gpm sewer lift station due to shallow existing storm drain crossing
- Designing high- and low-flow storm water lift station for Civic Center Parking Structure discharging to new bioretention area

Center for the Performing Arts Sewer and Ground Water Lift Station Modifications

City of Cerritos (2019 – Present)

- Designing new sewer from existing ground water lift station
- Designing flow monitoring and sampling improvements for discharge water

Rosemead Park Walking Trail Replacement

City of Rosemead (2020 – 2021)

- Aided City in selection of replacement walking trail surface constrained by existing improvements and geometry
- Worked closely with surface manufacturer to specify material design tailored to the needs of the project

Pontiac Ave. Neighborhood Pavement Rehabilitation

City of Jurupa Valley (2019 – 2020)

- Prepared plans, specifications, and estimates for pavement, flat work, striping, and accessibility improvements

Napa Lateral, Steel Reclaimed Water Lines

Inland Empire Utility Agency (2018 – 2019)

- Won award of design-build project with general engineering contractor
- Engineer of Record for two miles of reclaimed water line to supply Kaiser Steel and the Auto Club Speedway
- Included well improvements and deep channel crossings

Program Management for Publicly Funded Off-site Infrastructure

Lewis Management Corp., Panattoni Development, First Industrial Realty Trust, Shaw Development Partners, Western RealCo, Oltmans Construction Co., and Fullmer Construction

- Provided program management for bidding and construction of tens of millions of dollars of publicly funded infrastructure
- Sources included Development Impact Fee reimbursements and Community Facilities District Funds
- Provided field engineering for land developers and industrial contractors like Fullmer Construction and Oltmans Construction Co.



Diane L. Jenkins, AICP, Planning Manager

SPECIALTIES

Land Use Planning

Project Management

Planning Entitlements

CEQA and NEPA

EIR Peer Review

Budget Management

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP)

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Ms. Jenkins has over 26 years of public sector experience in areas of urban planning, environmental analysis, California Environmental Quality Act (CEQA), and advance and current planning. She is an energetic leader and team builder with a solid broad-based knowledge of the planning profession. Serving on the California American Planning Association Legislative Committee, she is aware of new laws affecting our profession and those legislative actions that are in the works.

EXPERIENCE HIGHLIGHTS

- Prepared environmental documents to comply with the California Environmental Quality Act (CEQA) and local agencies CEQA Guidelines.
- Prepared CEQA Guidelines and all templates for CEQA documents.
- Processed tentative tract maps, development projects, and public projects Initial Studies and Mitigated Negative Declarations for cities, including preparation of Mitigation Monitoring and Reporting Programs (MMRP), required noticing, and responses to comment.
- Prepared cannabis ordinances, cannabis cultivation regulatory and land use permits for cities.
- Coordinated and developed population and employment projections for cities, in coordination with the Southern California Association of Governments (SCAG) and Western Riverside Council of Governments (WRCOG).
- Completed the EIR Peer Review of the City of Riverside Sycamore Canyon Business Park Warehouse Buildings 1 and 2 and Specific Plan Amendment and coordinated AB 52 and SB 18 Tribal Consultations.
- San Jacinto River Levee Project Environmental Impact Report EIR Peer Review for the City of San Jacinto.
- Processed the Environmental Impact Report (EIR) for the City of Riverside's Crystal View Terrace/Green Orchard Place/Overlook Parkway Project.
- Managed the City of Riverside award-winning (APA 2008) General Plan 2025.

WORK HISTORY

Planning Manager • McKenna Lanier Group 2014 to Present

Principal Planner • City of Riverside 2005 - 2013

Senior Planner • City of Riverside 1998 - 2005

EDUCATION

Master of Business Administration University of California Riverside (UCR)

Bachelor of Science Administrative Studies (Business Administration) UCR

American Institute of Certified Planners (AICP)

Diane@mckennalanier.com
909-519-8887





BOUNDARY SURVEYS • GPS • CONSTRUCTION STAKING • ALTA SURVEYS • AERIAL CONTROL • TOPOGRAPHIC SURVEYS

ROBERT JOHN DAWSON, PLS

EDUCATION

University of California Riverside Extension – Land Surveying
Rancho Santiago College – Land Surveying
Riverside City College – Land Surveying

REGISTRATION

Land Surveying, California LS 6932 July 1993
Land Surveying, Idaho LS 8025 November 1995

PROFESSIONAL EXPERIENCE

Dawson Surveying, Inc October 2003 to present – CEO/President
• Responsible for all field and office operations.

Dawson & Associates September 2002 – October 2003 – Partner
• Responsible for field operations

Associated Engineering April 2001 – September 2002
• Party Chief duties included performing boundary surveys, topographic surveys, aerial control surveys and construction staking for residential, commercial and industrial developments.

Integra Engineering, Inc. April 1990 – April 2001.
• Party Chief duties included performing boundary surveys, topographic surveys, aerial control surveys and construction staking for residential, commercial and industrial developments.

LA Wainscott & Associates July 1983 – April 1990
• Chainman/Instrument until April 1987. Became Party Chief in April of 1987

QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Quality Control Plan



We meet with our clients to understand their **PRIORITIES** and gather corporate knowledge for the project.

A team member's individual **OWNERSHIP** and **RESPONSIBILITY** of their role in the delivery of a project produces the best results. We then seek to minimize errors through **ACCOUNTABILITY** and successive reviews.

We **TRACK** design and program issues in a matrix to facilitate discussion and coordination. Our comments are **ROUTINELY** made using Bluebeam software and maintained in the project files complete with digital file tree directory. All deliverables are **REVIEWED** by our senior staff members prior to submission for City review.

We also **CONSULT** our Construction Superintendent and Contractor friends for **CONSTRUCTABILITY** reviews during design.

One of our team's most important duties will be to **DEFEND** the City against unwarranted change orders as construction represents the greatest expense of most projects. Our team understands that engineering and design represents a **FRACTION** of the cost of a project. Real success is measured in the **COST** and **QUALITY** of improvements during construction.

Work Plan



Our team spends hours **SCOPING** the tasks required to execute a project. Our long-range **PLANNING** minimizes unexpected resource draining tasks that cause delays and budget shortfalls. We bring our diverse team to the drawing board during conceptual design to **BUILD** a sound basis for our deliverables.

Project Management Plan



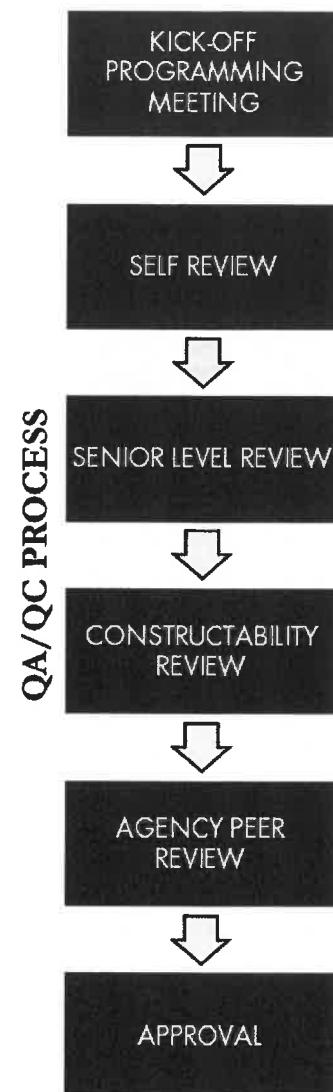
Our Project Manager will **DIRECT** all activities to accomplish the tasks required by the projects. Mr. Nieckula will set goals and **ENFORCE** deadlines on our internal project team. Our Project Manager will review percentage of completion and project milestones to **ENSURE** the project is on track. Recovery measures will be **IMPLEMENTED** in response to the schedule if necessary.

Communication Plan



Our team wants to build a **RELATIONSHIP** with City staff and sees itself as an extension of them. We seek to **UNDERSTAND** the needs of City's management, operations, and maintenance.

Our Project Manager maintains **CONSTANT** communication with its team and stakeholders through email, phone calls, teleconferencing, and in-person meetings.



REFERENCES

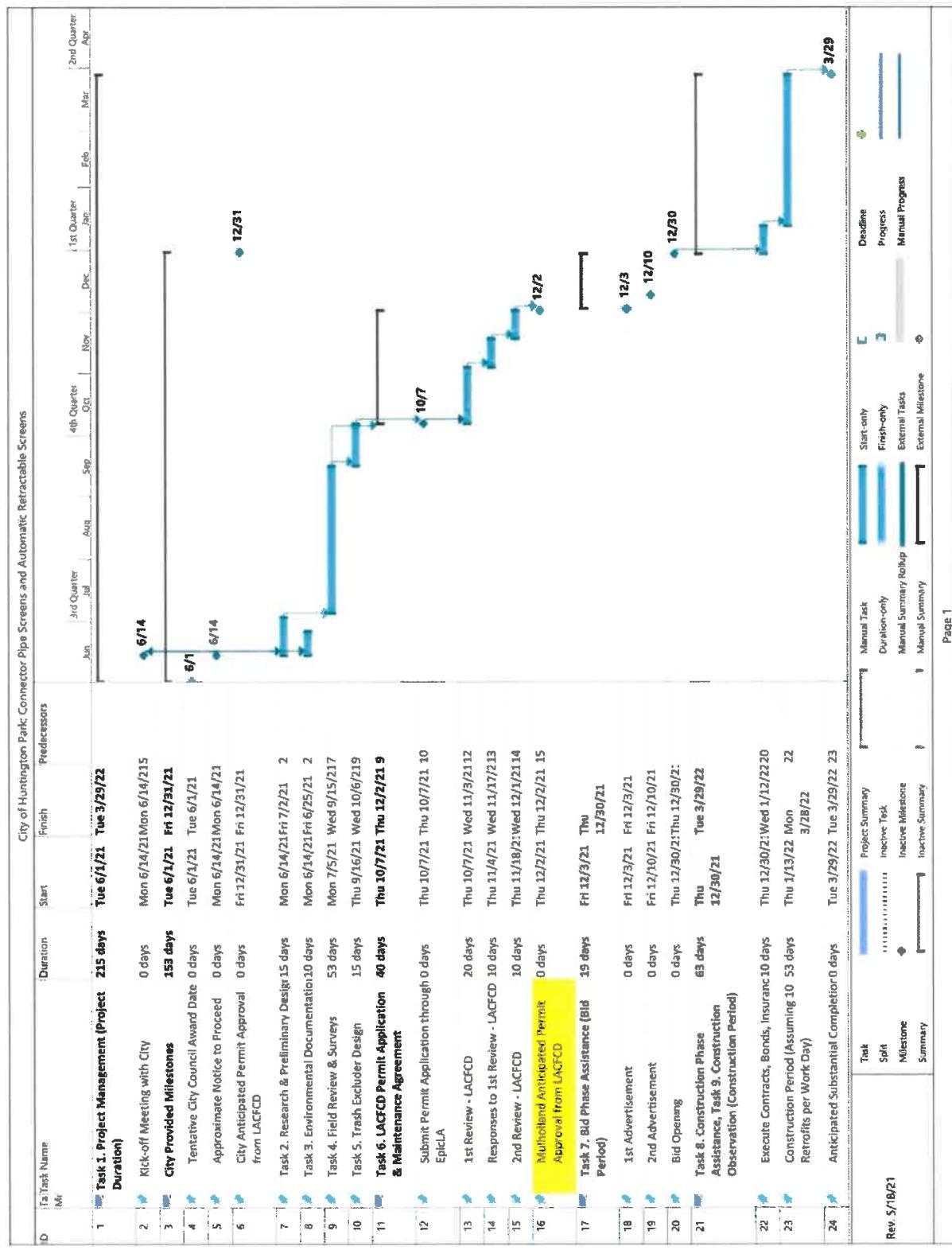
Please find a selection of our team's references below:



Project	Catch Basin Trash Excluder Project, RFP #2031
Description	The City is required to comply with the MS4 permit issued by the LARWQCB and TMDL storm water pollution regulations. The City is required to implement BMPs that would improve water quality and eliminate trash generated within the City's jurisdictional boundaries from being deposited to Ballona Creek via the public storm water drainage system. The TMDL for trash requires zero-trash to be discharged to Ballona Creek.
Date	2020 – Present
Client	City of Culver City
Contact	May Ng
Title	Associate Engineer
Email	may.ng@culvercity.org
Telephone	310.253.6406
Scope	Obtaining Flood Control Permit for Catch Basin Retrofits of 314 City and County owned catch basins with trash excluder devices. Also obtaining an amendment to an existing maintenance agreement with LACFCD. Project required extensive ownership research and reconciliation of City's GIS database. Field measurements and photographs were taken for all catch basins.
Project	Cerritos Civic Center Sewer, Sewer Lift Station, and Storm Water Lift Station
Description	City is required to stop discharges from the existing groundwater lift station of the subterranean Civic Center Parking Structure to the storm drain due to constituents in the ground water. A new sewer connection and salt water aquarium flush-to-waste line is required to connect to LACSD's off-site trunk sewer manhole. A new sewer lift station was then required due to a conflict with a shallow existing off-site storm drain. LACSD required that catch basins receiving stormwater no longer be comingled with the groundwater lift station. A new storm water lift station was then required to lift stormwater from the lowest subterranean level of the Parking Structure through its light well to a new bioretention area.
Date	2019 – Present
Client	City of Cerritos
Contact	Mike O'Grady, Environmental Services Manager
Email	mogrady@cerritos.us
Telephone	562.916.1226
Scope	Completing plans, specifications, and estimates for new lift stations and connection to Los Angeles County Sanitation District's trunk sewer line.



Project	Design, Bid Process Management, and Construction Management of the Rosemead Park Walking Trail Replacement
Description	The City sought to construct a replacement walking trail surface for a half-mile walking trail in Rosemead Park.
Date	2019 – 2020
Client	City of Rosemead
Contact	Chris Dastè, Director of Public Works
Email	cdaste@cityofrosemead.org
Telephone	626.569.2158
Scope	Evaluated and compared the best available replacement options from several manufacturers. Worked closely with manufacturer to specify material design tailored to the needs of the project. Prepared technical specifications and contract documents for public bidding. Continued to support the project during bidding and construction.
Project	2019-2020 CDGB – Pontiac Avenue Neighborhood Pavement Rehabilitation
Description	The project intended to improve pavements in a poorly maintained neighborhood through use of CDBG funds.
Date	2019 – 2020
Client	City of Jurupa Valley
Contact	Chase Keys, P.E.
Title	CIP Manager
Email	ckeys@jurupavalley.org
Telephone	951.332.6464 X235
Scope	Prepared pavement rehabilitation PS&E for work consisting of various pavement rehabilitation measures responsive to existing conditions including edge reconstruction, grind and overlay, and variable depth replacements. Accessibility, striping, and traffic signal improvements were necessitated by the pavement work. Drainage improvements increased the performance of the new pavements: curbs and gutters, dikes, and cross-gutters. Valuation of the project was approximately \$600,000.



APPENDIX A: ANSWERS TO REQUEST FOR INFORMATION NO. 1

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal FY 2020-21 Catch Basin Inventory

The following questions were posed by individuals interested in the Request for Proposal for the FY 2020-21 Catch Basin Inventory. Answers to the questions are highlighted in yellow.

1. Can the City make the GIS database files for the City's storm drain and catch basin network available now prior to submission of the proposal?

City has the stormwater layers in a comparable GIS database. Require the consultant to verify accuracy.

2. Are all catch basins to be surveyed already captured by the City's GIS database? Or, will the consultant be responsible for recordation of coordinates for the catch basins in the field as part of the field survey?

Consultant is responsible to verify information and accurately inventory both County and City catch basin contained within the City's boundary.

3. Will the City be able to provide the City's as-built drawings during design?

As-built drawings do not exist. Consultant's responsibility to inventory and provide the City with recommendations of catch basins (Los Angeles County and City) that may need to be retrofitted to install CPS units.

4. Has an initial determination been made for CEQA clearance for the project? What, if any CEQA documentation has been prepared by the City for the project? If none, we would assume the project be considered categorically exempt under Section 15301(b) of the CEQA. In which case consultant would assume to prepare and record a Notice of Exemption on the City's behalf.

CEQA has not been prepared. Consultant's responsibility to assist with the preparation of appropriate CEQA/environmental documents.

5. Have trash excluders been installed on City owned/maintained catch basins to date?

Yes, though consultant is responsible to inventory and verify existing conditions and recommend replacing, enhancing, retrofitting, MS4 approved alternatives, etc.

6. Has the City entered into a trash excluder maintenance agreement with LACFCD district before, where this project would be an amendment to the existing agreement? Or would the City be entering into a maintenance agreement for trash excluders for the first time?

The City does not have the trash excluder maintenance agreement with LACFCD. Consultant's responsibility is to obtain the agreement on behalf of the City.

7. Does the City expect the meetings to take place in-person at City Hall? Or would the meetings be conducted via teleconferencing (Zoom, Teams, etc.)?

City does allow in person meetings, though subsequent meetings can be conducted via Zoom, Teams, etc.

8. When approximately does the City foresee issuing an RFP for installation of the subject CPS and ARS devices?

As soon as the inventory is completed by the consultant and a permit is obtained from LACFCD for work to be conducted on LACFCD-owned catch basins.

Answers to RFI No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Mulholland Consulting, Inc.

Company Name

May 17, 2021

Date

Brian Nieckula, President

Print Name



Signature

End of Request for Information No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 5/13/2021

mulholland[†]

City of Huntington Park: CPS ARS Fee Schedule / Cost Proposal

Revised: May 20, 2021

No.	Description	Principal in Charge		Project Manager		Project Engineer		Construction Observer		Subs. Dawson MGL *
		Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	
1	PM	TM	\$155.00 /hr	\$145.00 /hr	\$135.00 /hr	\$150.00 /hr	\$150.00 /hr	\$150.00 /hr	\$150.00 /hr	
2	Prelim. Design	LS	8.00	\$ 1,240.00	4.00	\$ 580.00	8.00	\$ 10,800.00	0.00	
3	Environmental	LS	0.00	\$ -	4.00	\$ 580.00	0.00	\$ -	0.00	
4	Surveys	LS	0.00	\$ -	8.00	\$ 1,160.00	0.00	\$ -	0.00	
5	TE Design	LS	16.00	\$ 2,480.00	4.00	\$ 580.00	8.00	\$ 10,800.00	0.00	
6	Permit App.	LS	0.00	\$ -	8.00	\$ 1,160.00	8.00	\$ 1,080.00	0.00	
7	Bid Assist.	TM	0.00	\$ -	8.00	\$ 1,160.00	0.00	\$ -	0.00	
8	Const. Assist.	TM	0.00	\$ -	16.00	\$ 2,320.00	16.00	\$ 2,160.00	0.00	
9	Const. Obs.	TM	0.00	\$ -	0.00	\$ -	0.00	\$ -	212.00	
*	Re. Expenses	TM								
Totals		24.00	\$ 3,720.00	103.00	\$ 14,935.00	184.00	\$ 24,840.00	212.00	\$ 31,800.00	\$ 46,400.00
										\$ 121,695.00

Notes:

LS = Lump Sum

TM = Time & Materials

* : The "Reimbursable Expenses" Task is intended for vehicle mileage, printing costs, and miscellaneous expenses.

Provisions:

- 1 Billing Rates subject to change once per calendar year according to Prevailing Wage rates/increases and Consumer Price Index.
- 2 Billing Rates for subconsultants may be provided separately.
- 3 City shall provide Director of Industrial Relations (DIR) Project Number for reporting certified payroll.

Assumptions:

- 1 City will record the CEQA Notice of Exemption prepared by the design team.
- 2 Mulholland assumes observation of manufacturer's fabrication of devices is NOT required.
- 3 Mulholland assumes periodic, daily construction observation (not full-time) is sufficient for the project.
- 4 Task 9. assumes 4 hours per day for 53 days. Construction observation shall be adjusted to construction duration and City requirements.
- 5 All meetings except for kick-off, City Council, and pre-construction meetings are assumed to be teleconferences facilitated by Microsoft Teams.
- 6 Confined space training/certification/work for/by all personnel is NOT required.
- 7 All GIS work will be completed using ArcGIS Pro. All CAD work (if applicable) will be completed using Civil 3D.
- 8 Mulholland assumes City's existing GIS databases are accurate and current. Substantial (re)construction of databases will require additional fees.
- 9 City's Project Manager will prepare Staff Report for acceptance of Maintenance Agreement for City Council.
- 10 Shop Drawings will be provided to Mulholland by the contractor and will be typical for each installation.
- 11 Our team will take reasonable actions to open catch basin's lid or frames. Should they be inoperable, as-built data will be used.

Exclusions: Permit/Plan Check/Miscellaneous Fees, Testing of Trash Excluder Devices, Approval or Certification of Trash Excluder Devices by LACFCD, Tasks Not Explicitly Included.

Grand Total = \$121,695.00

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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 DESIGN-BUILD PROPOSALS FOR THE CONSTRUCTION OF THE AQUATICS CENTER AND RELATED AMENITIES AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit Design-Build proposals from qualified design-build teams (including contractor and architect/engineer) for the construction of the Aquatics Center and related amenities at Salt Lake Park.

BACKGROUND

The City of Huntington Park has been underserved in providing a serviceable aquatics center complex for recreational, health and competitive youth activities. Staff reviewed potential options for providing a City-owned and maintained pool for the beneficial use of the community. Salt Lake Park was determined to be the best possible location for an aquatics center due to the availability of open space and proximity to other centralized amenities under the purview of the Parks & Recreation Department.

The concept is for a 30,000 square foot, two-story aquatics center complex that houses an Olympic size pool (competition 50-meter pool), locker rooms, showers, saunas, gym/exercise room, conference rooms, multi-purpose rooms, public restrooms, new playground equipment, upgrades to surrounding public buildings and various infrastructure modifications to accommodate the aquatics center (the "Project").

Staff is seeking design-build proposals from qualified consultants/contractors for the design and construction of the Project and related amenities at Salt Lake Park. A formal Request for Proposal (RFP) will be posted on the City's website and a notice will be published in a local newspaper of general circulation. The following is a tentative schedule:

**CONSIDERATION AND AUTHORIZATION TO SOLICIT DESIGN-BUILD PROPOSALS
FOR THE CONSTRUCTION OF THE AQUATICS CENTER AND RELATED
AMENITIES AT SALT LAKE PARK**

June 1, 2021

Page 2 of 3

RFP ISSUED	June 2, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 10, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	June 14, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	June 17, 2021
INTERVIEWS (IF REQUIRED)	June 23 – 24, 2021
NOTIFICATION OF BEST VALUE PROPOSER (TENTATIVE)	June 30, 2021
TENTATIVE CITY COUNCIL AWARD DATE	July 6, 2021

LEGAL REQUIREMENT

Design-bid procurement process is set forth in California Public Contract Code Section 22160, et seq. One statute that expressly authorizes cities to use design-build allows award based upon "best value and other criteria" such as technical design, construction expertise and life cycle costs (Public Contract Code Section 20175.2(d)(4)(B)). The selected design-build entity completes the project design and prepares construction documents. Once the City Council has approved the design, the design-build contractor builds the project.

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

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact. After the proposals are submitted, staff will review and 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

**CONSIDERATION AND AUTHORIZATION TO SOLICIT DESIGN-BUILD PROPOSALS
FOR THE CONSTRUCTION OF THE AQUATICS CENTER AND RELATED
AMENITIES AT SALT LAKE PARK**

June 1, 2021

Page 3 of 3



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

- A. Aquatics Center RFP

ATTACHMENT A

**REQUEST FOR PROPOSALS OF DESIGN-BUILD ENTITIES
FOR CITY OF HUNTINGTON PARK
AQUATICS CENTER PROJECT**



**SUBMITTAL LOCATION:
CITY CLERK'S OFFICE
ATTN: CESAR ROLDAN
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

SUBMITTAL DEADLINE: JUNE 17, 2021 BY 5:00 P.M. PDT

The City of Huntington Park (“City”) is requesting Proposals from qualified firms to provide Design-Build Services for an aquatics center (“Project”).

Proposal packages must be addressed and submitted to the City on or before 5:00 PM, Thursday, June 17, 2021.

Proposal packages are to be submitted to:

Office of the City Clerk

ATTN: Cesar Roldan, Public Works Director

City of Huntington Park

6550 Miles Avenue,

Huntington Park, CA 90255

Proposals may be obtained via City’s webpage at <http://www.hPCA.gov/bids.aspx> or by contacting Cesar Roldan at croldan@hPCA.gov.

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REQUEST FOR PROPOSAL

- 1. INTRODUCTION & PROJECT SUMMARY**
 - 1.1 Introduction
 - 1.2 Project Description and Scope of Services
 - 1.3 Project Criteria
 - 1.4 Project Budget and Funding
 - 1.5 Design and Preconstruction Services Fees
 - 1.6 Contract Time
 - 1.7 Changes by City
- 2. SUMMARY OF REQUEST FOR PROPOSAL (RFP) PROCESS**
 - 2.1 Informational Summary
 - 2.2 Owner's Team
 - 2.3 RFP Procedures
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EXHIBITS

EXHIBIT A Bridging Documents

EXHIBIT B Proposal Evaluation Factors, Scoring and Ranking Methodology

EXHIBIT C Payment and Performance Bonds

EXHIBIT D Proposal Packet

1. INTRODUCTION AND PROJECT SUMMARY

1.1 INTRODUCTION

The City of Huntington Park (“City”) is utilizing the Design-Build method of project delivery for the Aquatics Center at Salt Lake Park, (“Project”). The City is issuing this Request for Proposals (“RFP”) for the stated purpose and to ensure that the City receives the highest quality facility at the most economical price. The City wishes to implement an approach that integrates people, systems, and practices into a process that collaboratively employs the expertise, creativity, and insights of all participants to maximize efficiency through design and construction, optimize project results, and deliver the best value to the community.

This RFP provides instructions to the prospective Design-Build Entity (“DBE”) regarding the Project requirements. For purposes of this solicitation, DBE is defined as the entity that will be awarded a contract for the complete design and construction of the Project and all its key design and subcontractor members, either pre-qualified or added later, per the terms of the contract documents. Federal and State requirements mandate this Project to comply with the requirements of the California Public Contract Code and other provisions of State and Federal law applicable to this Project. Nothing in this RFP is intended nor should be interpreted as contravening the provisions of these codes. DBE shall be fully knowledgeable of, and shall comply with, the provisions of Federal, State and City law, rules and regulations applicable to this Project.

Huntington Park Aquatic Center

The City’s Aquatic Center Project (Project) consists of a new 30,000 square foot two-story state-of-the-art aquatic center, with an Olympic size pool with bulkhead (competition 50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms, new playground, new football field, facade modifications to a separate existing building and various infrastructure modifications to accommodate the Project.

This is a public project and the prevailing wage rate shall apply.

Best Value with Stipulated Sum Award

The Project will be awarded to the selected DBE based on a best value evaluation pursuant to California Public Contract Code Section 22614. The selection and award shall use a “Stipulated Sum” approach for the Price component, where the Stipulated Sum is included as a fixed price and will not be scored for purposes of the RFP best value competition. However, factors such as DBE’s design and preconstruction fees, along with general condition costs, will be evaluated in the best value competition.

1.2 PROJECT DESCRIPTION AND SCOPE OF SERVICES

Project Description

The City Aquatic Center Project (Project) consists of a new 30,000 square foot two-story state-of-the-art aquatic center, with an Olympic size pool (competition 50-meter pool) and bulkhead, locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second

floor), conference rooms, multi-purpose room, public restrooms, new playground, new football field, facade modifications to a separate existing building and various infrastructure modifications to accommodate the Project.

1.3 PROJECT CRITERIA

In general, completion of the Project will require the following tasks:

- Geotechnical engineering and testing
- Demolition, debris removal and disposal
- Produce a schematic design for City approval
- Grading, recompacting, backfilling
- Surveying of existing conditions
- Excavation
- Trenching and construction of all site utilities
- Project management and supervision
- Installation of all materials and fixtures
- Design and construction scheduling
- Obtaining all applicable permitting from State, County and local agencies
- Obtaining all applicable utility permits

1.4 PROJECT BUDGET AND FUNDING

Budget

The estimated contract price of the Project is \$30 million for all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, taxes, compliance with all applicable codes and agency requirements, procurement of permits (costs for City permit fees are waived by City), profit, allowances, contingencies, and any and all items required for the completion of the Project per the contract documents. Due to the timing of the project and award date, an allowance may be made for reasonable and necessary cost escalation based on industry standards for construction. A request for an allowance for cost escalation shall only be granted for costs above the DBE's stipulated Design-Build Agreement amount if based on documented increases in the cost of labor, materials, or other cost increases due to the then-current economic inflationary factors of construction.

1.5 DESIGN AND PRECONSTRUCTION SERVICES FEES

Proposers are requested to propose a Design Fee, Preconstruction Services Fee, as well as the total cost of the project as separate line items with the RFP response. Under the terms of the Design-Build Agreement for the Project, City reserves the right at any time prior to commencement of construction to terminate the Design-Build Agreement for the Project and to pay DBE an agreed compensation for its design, engineering, and preconstruction services (including, without limitation, all costs and expenses associated with such services) that is based upon a Design Fee and Preconstruction Services Fee that is proposed by the proposer. The amount payable to DBE in the event that the Design-Build Agreement for the Project is terminated prior to commencement

of construction shall be limited to a prorated amount of the agreed Design Fee and Preconstruction Services Fee, based on the percentage of completion of the construction documents and preconstruction services that has been accomplished by DBE at the time of such termination.

1.6 CONTRACT TIME

All design and construction Work must be substantially completed within **Five Hundred Twenty-five (525) calendar days** after the Date of Commencement established in City's initial Notice to Proceed. Final Completion shall be within 30 days of Substantial Completion.

- The schedule for Substantial Completion of the design and construction of the Work for the project will be proposed by DBE with City input and approval.
- Within ten (10) days after notification of award, DBE shall prepare and submit a Design-Build Schedule for the design phase of the Work, both in hard copy and electronically, for City's approval. The contract time for completion of the design shall include adequate time for City review and final approval. DBE shall incorporate options to phase the design and construction permits as needed or desired by DBE. The design schedule shall include a site evaluation, schematic design phase, design development phase, construction document phase, FF&E planning phase, and City review, back-check and final approval phase. The schedule shall allow two (2) weeks for City review for each phase of design documents.
- Within ten (10) days of starting the Schematic Design Phase, DBE shall prepare and submit a Preliminary Design-Build Construction Schedule, both in hard copy and electronically, for City's review and approval. After completion of the Design Development drawings, DBE shall prepare and submit a detailed Design-Build Construction Schedule, both in hard copy and electronically, for City's. The Design-Build Construction Schedule shall establish the baseline construction schedule and shall include a Submittal Schedule with material procurement information. Upon approval of the construction schedule and Notice to Proceed with Construction, DBE shall proceed with the construction of the project according to the approved schedule. The construction schedule shall include a construction phase, commissioning phase, Substantial Completion Milestone, close out phase and Final Completion Milestone.

1.7 CHANGES BY CITY

City reserves the right to modify this RFP, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time, Design-Build Agreement for the Project, General Conditions or any other portion of the RFQ and RFP documents prior to submittal date.

2. SELECTION PROCESS

2.1 INFORMATIONAL SUMMARY

The provisions of this Section are intended to summarize for the proposers the methodology and process that City intends to follow with respect to the RFP. This summary is provided for the convenience of the proposers and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the aforementioned processes.

To be considered, the potential DBE must have the appropriate licenses required under provisions of the California Business and Professions Code. The design consultant(s) and contractor(s) shall hold an appropriate license for their design discipline and/or trade. Failure of a single-entity DBE to possess the required licenses by the Proposal Deadline shall be deemed as non-responsive. Failure of a joint venture DBE to be properly licensed by the date of contract award will result in loss of the contract. Failure of the design consultant(s) and subcontractor(s) to possess the required license on the Proposal Deadline shall require DBE to substitute licensed design professionals and specialty trade contractors, as applicable, prior to award of the contract without additional cost.

This project is subject to prevailing wage requirements. In accordance with Labor Code Section 1720 *et seq.*, the Project is a “public work”. The successful proposer (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR in accordance with Labor Code Section 1771/1725.5 registration requirement.

City is requesting Proposals for Design-Build services for the Project through an RFP process. Each response to the RFP must propose a business offer that will result in the delivery of a Project of a high level of design and technical quality in accordance with City’s Project Criteria and additional documentation issued with the RFP.

City will award the Design-Build Agreement for the Project on the basis of a best value selection as provided for in Public Contract Code section 22160, *et. seq.*, and as specifically described in this solicitation.

The process to select the DBE to implement this Project involves a two-part process including the Part A - RFQ Process and Part B - RFP Process.

- Part A – RFQ Process: required all interested proposers to complete a Pre-Qualification Questionnaire which was used to establish whether a proposer meets the prequalifying criteria and to create a list of qualified proposers. The Part A Prequalification Questionnaire was open to all interested parties.
- Part B – RFP Process: City will invite the qualified proposers to submit Proposals. The Part B Proposal is limited to those proposers qualified under Part A.
 - The Proposals submitted in response to the RFP will be evaluated per criteria as defined in this RFP. Those submittals that do not meet the requirements may be deemed nonresponsive and disqualified from further consideration.
 - City may utilize the services of appropriate experts to assist in the evaluation process.
 - The Proposal evaluation process may include oral presentations/interviews with the RFP Review Committee based on review and ranking of the Proposals. One (1) firm will be selected

for the Award of the Design-Build Agreement for the Project. Selection of the successful proposer in Part B shall be based upon pre-established criteria set forth in the Request for Proposal, which include cost and technical factors. Award of the Design-Build Agreement for the Project shall be made to the responsible DBE whose Proposal is determined by City to have offered the best value to the public.

2.3 RFP PROCEDURES

RFP Copies

The complete set of the RFP documents (including all attachments thereto) are available for download from City's website at: <http://www.hPCA.gov/bids.aspx>

Proposers are solely responsible for any reproduction costs. City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

City will notify qualified proposers when addenda are released. The addenda, when released, will also be available for download from City's website at: <http://www.hPCA.gov/bids.aspx>

Duty of Review

Each proposer, in submitting its Proposal, acknowledges and understands its obligation to carefully and thoroughly examine all RFP documents and other information available to the proposer relating to the Project and the conditions under which the Work will be performed. Each proposer shall seek clarification prior to such submission of any and all items of information contained in the RFP documents or in any other documents upon which the proposer has relied in preparing its Proposal that it observes, or should have observed in the exercise of reasonable care in its capacity as a DBE responsible for both design and construction of the Project, constitute or indicate: (1) errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with design feasibility, constructability, availability of labor, materials, products or equipment; or (3) difficulties or obstructions affecting proposer's ability to perform the Work within the constraints of the Stipulated Sum or Contract Time. Failure by a proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the proposer from its responsibilities under the Design-Build Agreement for the Project and other contract documents should it receive the Award thereof nor serve as the basis for any claim by the proposer that it was mistaken or misled in connection with the preparation of its Proposal or its planning for design or construction of the Work.

Issuance and Acknowledgement of Receipt of Addendum

City will notify all qualified proposers of any addenda. It is solely the responsibility of each of these proposers to ensure that they receive any and all addenda.

Requests for Clarification

Proposers should submit Requests for Clarification in written form via email to Cesar Roldan as set forth below. Requests for Clarification must be submitted prior to the deadline set forth in Section 2.4 below. All questions received by this time and date will be responded to, in writing,

by issuance of an addenda. Requests for clarification received after this time and date will not receive a response, except in the sole discretion of City. Anonymity of the source of specific questions will be maintained in the written responses. Responses to all questions will be emailed to all registered RFP recipients.

All requests for clarification must be sent via email to the following:

Owner: City of Huntington Park

Cesar Roldan, Director of Public Works

croldan@hpcgov

Evaluation of the Proposal

The Review Committee will evaluate each Proposal for completeness and content and will utilize the Proposal evaluation factors, scoring and ranking methodology as indicated in Exhibit B. Each Proposal will be evaluated based upon the relevant factors of the proposer. License status and references will also be verified.

The Proposal review will focus on the following factors:

- Technical Design and Construction Expertise
- Design-Build Team Organization and Personnel
- Work Plan Approach
- Skilled and Trained Workforce Commitment
- Cost Proposal

Selection

Upon review of the submitted Proposals, City will rank the Proposals based on a point system established to determine the best value to the public and may select a shortlist of DBEs to interview. Staff may choose to interview two or more closely ranked firms but will not expect or schedule elaborate presentations. After the interviews (if interviews are conducted) and following the determination by the City of the apparent best value proposer, the highest-ranking DBE and City will enter into negotiations. Upon successful completion of negotiations, the highest-ranking best value proposer will be recommended for contract award by City Council. Following City Council authorization and execution of the contract, the selected DBE will commence design and construction of the Project for City.

Interviews

At City's discretion, interviews may be conducted after scoring of the Proposals and consistent with the schedule and dates set forth in Section 2.4. Each proposer invited to participate in an interview will be notified in writing by City. During the interview, each DBE will present their team and project approach to City. The interviews will entail a confidential exchange between a

proposer and the City. After scoring of the Proposals and the interviews, if applicable, the City will determine the apparent best value proposer and may enter into negotiations with that proposer.

Negotiations

City reserves the right, but shall not have the obligation, as part of the RFP process to hold discussions or negotiations. Negotiations shall be confidential exchanges between the potential DBE and the City conducted for the purpose of “bargaining”, alteration of assumptions and positions, and may apply to price, schedule and technical requirements. These discussions or negotiations will be conducted honestly, fairly, and in good faith to respect the right of both parties. Procedures for discussions or negotiations shall be in accordance with the RFP.

City will identify the proposer that offers the best value to the public and enter contract negotiations with that highest ranked proposer. Should City fail to reach an agreement with the top ranked proposer, City may enter negotiations with the next highest rated proposer and so on. City Staff will make a recommendation to City Council for the award of the Design-Build Agreement for the Project to the proposer that best furthers CITY’s objectives, if any.

The successful proposer will be expected to execute the Design-Build Agreement for the Project at a minimum of five (5) calendar days prior to the date of City Council consideration of the contract award. Additionally, the successful proposer shall also secure all insurance required under the Design-Build Agreement for the Project within a minimum of ten (10) calendar days.

Any proposer with objections to terms contained in City’s Design-Build Agreement for the Project must advise City of such objections and request modifications, with its Proposal. Failure of a proposer to accept the terms of City’s Design-Build Agreement for the Project may result in the rejection of the Proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Design-Build Agreement for the Project, including insurance requirements. If no objections are received, City will assume the proposer is able to and will enter into the Design-Build Agreement for the Project and fulfill the terms and requirements set therein. City may recover any damages accruing to City as a result of the successful proposer’s failure or refusal to execute City’s Design-Build Agreement for the Project.

Award

City will issue a written decision supporting its Award of the Design-Build Agreement for the Project to the successful proposer, stating the basis of the Award. The identity of the successful proposer will be publicly announced.

The resulting Design-Build Agreement for the Project will include a complete Scope of Services for all elements of the design-build process necessary for the Project which include site and off-site work, buildings, landscaping, and all services necessary to complete the Project. City will review DBE’s management of design and construction of the Project to ensure compliance with the contract documents.

2.4 RFP SCHEDULE

The following is the anticipated schedule for the RFP process and Award of the Design-Build Agreement for the Project:

Milestone	Date/Time
1. Invitation to proposers to submit Proposals	June 2, 2021
2. Requests for Clarification Deadline	June 10, 2021
3. Proposal Deadline	June 17, 2021, 5:00 PM
4. Interview (if required)	June 23-24, 2021
5. Notification of Best Value Proposer (tentative)	June 30, 2021
6. City Council award of contract (tentative)	July 6, 2021

City reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule and dates set forth above, as adjusted by any changes thereto made pursuant to this paragraph.

2.5 RFP SUBMISSION REQUIREMENTS

The responses to the RFP must be made according to the requirements set forth in this Section and in Exhibit D. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the Proposal. Responses shall be addressed and delivered to:

Office of the City Clerk
Attention: Cesar Roldan, Public Works Director
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

- Submissions must be received by the specified submittal date and time.
- Submissions received after the deadline will not be accepted.
- Faxed and emailed Proposals will not be accepted.
- Number of Copies: Submit a sealed package containing four (4) bound copies of completed **Proposal** plus one complete electronic copy in PDF format on CD, flash drive, or external hard drive. The package shall include four (4) copies of the **Part One - Technical Proposal** and four (4) copies of the **Part Two - Cost Proposal** as outlined in Exhibit D.

3. INSURANCE, BONDING AND INDEMNITY

3.1 MINIMUM BONDING REQUIREMENTS

If DBE is awarded a contract for this Project, DBE shall obtain a performance bond and payment bond in forms acceptable to City in an amount sufficient to guarantee the faithful performance and payments, up to \$30,000,000. These bonds shall utilize a form that complies with the forms provided in Exhibit C and shall be secured from a surety company or companies satisfactory to City within five (5) calendar days of the contract award. The Payment Bond shall remain in full force and effect for the period specified in the attached form of bond. The Performance Bond shall remain in full force and effect for as long as DBE has obligations under the contract documents. The Bonds must comply with all conditions regarding bonds detailed in the Design-Build Agreement for the Project and the Design-Build General Conditions. The cost of the bonds shall be deemed included in the proposer's costs.

3.2 INSURANCE

If DBE is awarded a contract for this Project, DBE shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by DBE, his agents, representatives, employees or subcontractors. DBE shall not commence work until all insurance has been obtained that is required under this section and such insurance has been verified by City, nor shall DBE allow any Subcontractor to commence work on its contract until all similar insurance required of the Subcontractor has been so obtained and approved.

Minimum Scope and Limits of Insurance

DBE shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- **Commercial General Liability Insurance (CGL):** Applicant shall obtain Commercial General Liability insurance, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. General liability coverage is to be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 1185 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- **Automobile Liability:** Applicant shall obtain Automobile Liability Insurance in the amount of \$1,000,000 per occurrence. (Note – required only if auto is used in performance of work)
- **Workers' Compensation:** as 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).

- **Professional liability insurance** appropriate to the Contractor's profession with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- **Contractors' Pollution Legal Liability (IF APPLICABLE)** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Acord Forms

The GL needs to be on a current Acord form 2012 and current or will not be accepted.

Acceptability of Insurers

The insurance policies required under this Section 3 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 3.

Additional Insured

The commercial general, automobile liability, and professional liability insurance policies shall contain an endorsement which must read: ***"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds".***

Primary and Non-Contributing

The insurance policies required under this Section 3.2 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of DBE's insurance and shall not contribute with it.

DBE's Waiver of Subrogation

The insurance policies required under this Section 3 shall not prohibit DBE and DBE's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. DBE hereby waives all rights of subrogation against City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by City. At City's option, DBE shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or DBE shall procure a bond guaranteeing payment of losses and expenses.

Cancellations or Modifications to Coverage

DBE shall not cancel, reduce or otherwise modify the insurance policies required by this Section 3 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the

policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 3 is canceled or reduced in coverage or limits, DBE shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance

If DBE does not maintain the policies of insurance required under this Section 3 in full force and effect during the term of this Agreement, or in the event any of DBE's policies do not comply with the requirements under this Section 3, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at DBE's expense, the premium thereon. DBE shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to DBE.

Evidence of Insurance

A minimum of ten (10) calendar days prior to City Council consideration of award of the contract, DBE shall furnish a certificate of insurance and all original endorsements evidencing and effecting the coverages required under this Section 3 for review by City's Risk Manager. The certificate of insurance and all original endorsements evidencing and effecting the coverages required under this Section 3 must receive approval from City's Risk Manager a minimum of five (5) calendar days prior to City Council consideration of award of the contract. The endorsements are subject to City's approval. DBE may provide complete, certified copies of all required insurance policies to City. DBE shall maintain current endorsements on file with City's Risk Manager. DBE shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. DBE shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting

Procurement of insurance by DBE shall not be construed as a limitation of DBE's liability or as full performance of DBE's duty to indemnify City under Section 3 of this Agreement.

Subcontractor Insurance Requirements

DBE shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 3.

3.3 INDEMNIFICATION

Indemnity for Design Professional Services

To the fullest extent permitted by law, DBE shall, at its sole cost and expense, protect, indemnify and hold harmless the indemnified parties referenced under "Additional Insured" in Section 3.2 and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials

(collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney’s fees and costs of defense (collectively “Liabilities”), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of DBE, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that DBE shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c)(2).

Other Indemnities

Other than in the performance of design professional services, and to the fullest extent permitted by law, DBE shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of DBE, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that DBE shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. DBE shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. DBE shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

DBE shall pay all required taxes on amounts paid to DBE under this Agreement, and indemnify and hold the indemnified parties referenced under “Additional Insured” in Section 3.2 harmless from any and all taxes, assessments, penalties, and interest asserted against the indemnified parties referenced under “Additional Insured” in Section 3.2 by reason of the independent contractor relationship created by this Agreement. DBE shall fully comply with the workers’ compensation law regarding DBE and DBE’s employees. DBE shall indemnify and hold the indemnified parties referenced under “Additional Insured” in Section 3.2 harmless from any failure of DBE to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to DBE under this Agreement any amount due to City from DBE as a result of DBE’s failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

DBE shall obtain executed indemnity agreements with provisions identical to those in this Section 3.4 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of DBE in the performance of this Agreement. If DBE fails to obtain such indemnities, DBE

shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of DBE's subcontractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that DBE's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties.

Workers' Compensation Acts not Limiting

DBE's obligations under this Section 3.4, or any other provision of the Design-Build Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. DBE expressly waives its statutory immunity under such statutes or laws as to the indemnified parties referenced under "Additional Insured" in Section 3.2 its officers, agents, employees and volunteers.

Insurance Requirements not Limiting

City does not, and shall not, waive any rights that it may possess against DBE 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 provisions in this Section 3.4 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

Survival of Terms

The indemnification in this Section 3.4 shall survive the expiration or termination of the Design-Build Agreement.

4. REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS

4.1 PREVAILING WAGES

The successful proposer who is awarded the Design-Build Agreement for the Project will be required to comply with all applicable provisions of the Federal public law and State labor codes, including all prevailing wage requirements of the State of California Department of Industrial Relations. DBE is required to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the California State Department of Industrial Relations. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 *et seq.* and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work". The successful DBE (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's

determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR. The successful DBE shall maintain all records in accordance with Federal and State requirements and shall cooperate with City's labor compliance monitoring consultant to the fullest extent possible.

A Contractor working on a Federally assisted project must be eligible to participate in the award of the contract.

4.2 APPRENTICESHIP PROGRAM

Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq.* to ensure compliance and complete understanding of the law regarding apprentices.

4.3 WORKER'S COMPENSATION

Section 1861 of the California Labor Code requires each contractor that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4.4 CEQA SUMMARY

City will be responsible for the California Environmental Quality Act (CEQA) process, study, and determination. DBE shall coordinate with City staff to ensure consistency between project plans and the CEQA project description, and also to ensure any project design features or mitigation measures (if needed) are feasible and incorporated into the design plans. At this time, the Project has been found to be categorically exempt from CEQA. Should the Project's status as categorically exempt change, City will prepare the CEQA documents.

4.5 PROPOSER ACKNOWLEDGEMENTS

Each proposer makes the following representations relative to its submission of its Proposal:

- Compliance with RFP Documents. Proposer represents that its Proposal is made in compliance with the RFP Documents.
- Due Authorization. Proposer represents that the signer(s) of the proposer's Proposal and any other documents submitted on behalf of the proposer to City that are signed by proposer is/are authorized to do so on behalf of the proposer and that any proposer, and any Design-Build Entity Member, authorized to sign and signing on behalf of the proposer, that is a corporation, partnership, or limited liability company, is duly incorporated under applicable laws and is authorized to do business in, and is in good standing under, the laws of the State of California.
- Review of Site and Site Information. Proposer represents that it and each proposed member of its Design-Build Team have carefully and thoroughly inspected: (1) the Site and its surroundings, existing improvements and their existing uses by City, routes of ingress and egress,

and local conditions in the vicinity of the site (including, without limitation, sources and availability of labor, materials and equipment); and (2) all other reports, surveys, test data, as-built drawings and other information concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and locations of utility lines) above and below the surface of the ground or in existing improvements that (a) proposer is informed are available to the proposer for review or (b) are disclosed by public records, in order to fully acquaint itself with all of the conditions, restrictions, obstructions, difficulties and other matters which might affect the proposer's ability to complete the design and construction of the Work in accordance with the requirements of the RFP Documents and its Proposal.

DBE, if required by site conditions or design requirements, shall be responsible for importing engineered soil or preparing a design adequate for non-engineered fill, at DBE's option. DBE will be responsible for bringing the site to finish grade as required for its design. If import material is required, any imported soil shall meet environmental standards in alignment with Department of Toxic Substances Control (DTSC's) October 2001 Information Advisory for Clean Imported Fill Material.

DBE is responsible for obtaining all required agency approvals of agencies having jurisdiction over the Project. The Design-Build Contractor shall be responsible for the construction of the Project in accordance with the approved construction documents and applicable codes. Deviation from the level of quality and intent of the RFP and criteria documents will only be allowed if approved by City in writing.

4.6 NO WARRANTY BY CITY

Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or existing improvements and nothing stated therein, in the RFP Documents or in any other information provided by City shall be construed as implying the creation or existence of any warranty, express or implied, on the part of City with respect to the completeness, accuracy or sufficiency thereof.

4.7 CONFIDENTIALITY OF DESIGN AND PRICING INFORMATION PRIOR TO AWARD

It is understood that all responses sent to City are sent as confidential documents. City shall make reasonable efforts, consistent with applicable laws, to refrain from disclosing to competing proposers prior to Award, the content of any information on design, prices or pricing that is contained in another proposer's Proposal. No part of the responses will be made public or shown to any persons outside of City and its agents until after a decision has been made by City staff on who to recommend for award to City Council and a contract has been executed by the proposer, at which time all documents will be public record, per applicable law.

4.8 PROPOSAL VALIDITY

The offer represented by each proposer's Proposal will remain in full force and effect for ninety (90) days after the Proposal Due Date. If award has not been made within ninety (90) days after

the Proposal Due Date, each proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

4.9 OWNERSHIP, COPYRIGHT

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal, or any other City submitted by proposer to City, shall be deemed the sole and exclusive property of City, all copyrights thereto shall be deemed assigned to and held by City, and the proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any proposer that does not receive Award of the Design-Build Agreement for the Project to copy, use or incorporate such technical design information contained within its own Design-Build Proposal for its own use in the conduct of its business, trade or profession; and (2) with respect to the proposer who receives Award of the Project, such proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any projects or work other than the Project shall be governed by the terms of the Design-Build Agreement and Design-Build General Conditions.

4.10 CITY RIGHTS

City reserves the right to waive minor irregularities and omissions in the information contained in the Proposal submitted, and to make all final determinations. City reserves the right to decide not to award an agreement as a result of the RFP or cancel the RFP process. City shall not be obligated to respond to any Proposal submitted, nor be legally bound in any manner by the submission of the Proposal. City reserves the right to negotiate Project deliverables and associated costs.

City reserves the right to request Proposal revisions.

The issuance of an RFP constitutes only an invitation for DBE's to present their competitive Proposals. City reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFP and the right to seek clarification from any proposer submitting Proposals. City also reserves the right to reject any or all Proposals received as a result of this solicitation; to extend the Proposal due date for RFP's; to modify, amend, reissue or rewrite this RFP document; and to procure Design-Build services by other means. In the event the RFP is withdrawn by City prior to the receipt of RFP Proposals, or if City does not proceed for any reason, City shall have no liability to any proposer for any costs or expenses incurred, in connection with the preparation and submittal of a response to this RFP

4.11 LOCAL HIRING PREFERENCE

The City of Huntington Park strives to connect all City residents to employment opportunities throughout the City, including those who may face barriers to employment. As a condition to the resulting Design-Build Agreement, the DBE shall implement a Local Hire Program and use good faith efforts to employ residents of the City of Huntington Park, and individuals residing in the area zip code of 90460, in completing the Project work. The DBE will develop a Local Hire Schedule that establishes the hiring process and approximate timetable followed by the DBE

construction hiring to achieve the goal of employing Huntington Park residents. The Local Hire Program shall be submitted to the City Manager of the City of Huntington Park no less than fifteen (15) days before construction begins, and shall be approved or disapproved by the City Manager within five (5) business days of submittal by the DBE. The City Manager shall determine whether the DBE has complied with the requirements of the Local Hire Program. Compliance will be satisfied if DBE demonstrates the following: (a) develop and submit a Local Hire Schedule fifteen (15) days prior to the start of construction; (b) document reasons for not firing referred candidates from targeted populations, if applicable; and (c) submit quarterly Local Hire Reports to the City.

4.12 REGULATORY COMPLIANCE

The design and construction must comply with the requirements of all applicable local, State and Federal agencies. Each portion of the work shall be performed by a person licensed, equipped and experienced to do work in the particular field. Contractors and Subcontractors shall furnish certified payroll records and participate in an approved apprenticeship program as required by State requirements. The labor compliance and apprenticeship requirements will be monitored throughout the construction process. Any DBE found not in compliance shall be in default of its contract.

All subcontracts that are not listed by DBE in the Proposal shall be awarded by DBE in accordance with state and federal code. Specifically, DBE shall procure all subcontracts in accordance with California Public Contract Code 22166.

4.13 INACCURACIES OR MISREPRESENTATIONS

If in the course of the RFP process or in the administration of a resulting Design-Build Agreement, City determines that DBE has made a material misstatement or misrepresentation or that materially inaccurate or misleading information has been provided to City, DBE may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, City is entitled to pursue any available legal remedies.

4.14 CHANGING TEAM MEMBER

No changes to the members of DBE, including the firms and listed personnel, shall be permitted after the deadline for submission of the RFPs, except with the prior written authorization of City, which authorization may be granted or withheld in CITY's sole discretion. This requirement shall be in effect through completion of the Project.

4.15 PROPOSAL EXPENSES

Each proposer shall bear, at its own expense, without reimbursement by City, all costs and expenses associated with the preparation of its Design-Build Proposal and its participation in the Request for Proposal process.

4.16 CITY SUPPLIED INSPECTIONS

The following inspections will be performed and paid by City:

- City department inspections
- Special inspections and material testing
- Geotechnical testing and inspection
- Construction observation

Repeat inspections, due to failure of the original inspection, shall be at the expense of DBE and back charged by City. Late cancellations of inspections, due to schedule changes or DBE's failure to be prepared for inspection(s), shall be at the expense of DBE and back charged by City. City shall maintain hourly logs relating to any such repeat inspections or late cancellations.

4.17 DBE SUPPLIED INSPECTIONS

The remaining inspections, including but not limited to the following, will be performed and paid by DBE:

- Window and curtain wall flood testing
- Waterproofing flood testing
- Roofing
- Sealant compatibility and adhesion testing
- HVAC testing, adjustment, and balancing
- Duct pressure testing
- Duct detector differential testing and verification
- Security system performance testing
- Equipment performance testing
- Mock-ups (exterior materials, flashing assemblies, MEP systems, and others as noted or appropriate)
- Electrical testing
- Fire alarm and sprinkler testing
- Life safety testing (smoke doors, closers, exit signs, etc.)
- Telecom, wireless, and data systems
- Site utility flushing, disinfection, testing, and reporting
- Sampling, testing, and certification of imported fill material or exported material
- Any costs associated with set up and performance of City observed testing
- Special inspection and testing

4.18 LIQUIDATED DAMAGES

The Design-Build Agreement for the Project includes provisions for payment of liquidated damages by DBE to City of \$1,500.00 per day if DBE fails to Substantially Complete the Work within the Contract Time for Substantial Completion as adjusted for Contract Adjustments permitted under the terms of the Design-Build Agreement for the Project and General Conditions.

The Design-Build Agreement for the Project includes provisions for payment of liquidated damages by DBE to City of \$1,500.00 per day if DBE fails to obtain Final Completion of the Work within the Contract Time for Final Completion as adjusted for Contract Adjustments permitted under the terms of the Design-Build Agreement for the Project and General Conditions.

Proposers shall include in their Proposal a proposed daily amount for damages payable by City to DBE for Compensable Delay. City reserves the right to negotiate this amount with DBE. In accordance with the terms of the Design-Build Agreement for the Project and General Conditions, such damages shall constitute the Design Builder's exclusive compensation covering actual costs due to Compensable Delay that are incurred by DBE and its Subcontractors and Sub-consultants of every tier. No other compensation to DBE for Loss associated with Delay is permitted.

EXHIBIT A
BRIDGING DOCUMENTS
[INSERT]

EXHIBIT B

PROPOSAL EVALUATION FACTORS, SCORING AND RANKING METHODOLOGY

Request for Proposals (RFP) Review Panel

City staff, selected by the City Manager, or his designee, will evaluate each proposal for completeness and content and will utilize the Proposal evaluation factors, scoring and ranking methodology as indicated below. In addition, the Review Committee may, in its discretion, utilize outside experts to assist in the evaluation process. Each proposal will be evaluated based upon the relevant factors of the proposal. License status and references will also be verified.

The proposal review will focus on the following factors:

- Technical Design and Construction Expertise
- Design-Build Team Organization and Personnel
- Work Plan Approach
- Design Concepts/Architectural Style
- Skilled and Trained Workforce Commitment
- Cost Proposal

Basis for Award

The Project will be awarded to the selected Design Build Entity (DBE) based on a “Best Value” evaluation pursuant to California Public Contract Code Section 22164. The selection and award shall use price as a component of the best value determination, as well as other factors such as the DBE’s general condition costs, will be evaluated in the best value competition.

Evaluation Factors and Scoring of Proposal

Each proposal will be evaluated and scored to determine the Best Value proposal based on the point system as described below. Each Proposal will be evaluated on the basis of the total number of points scored in the City’s evaluation of the Proposal.

Evaluation Factor

Evaluation Category	Maximum Points
A. Non-Price Factors:	
1. Technical Design and Construction Expertise	200
2. Design-Build Team Organization and Personnel	100
3. Work Plan Approach	100
4. Design Process/Architectural Style	200
5. Skilled Workforce Commitment	100
B. Price Factor:	
7. Fixed Fee and General Conditions Price	300
Total Proposal Points	1000

Scoring of Non-Price Factors

Scoring of all Non-Price Factors will be based on the scores received from the evaluation of the Proposer's information provided for each of the Factors listed in Evaluation Category above. The scores received from each member of the Review Committee will be averaged for a final score. Clarification of issues identified during the technical analysis, if any, will be composed as written questions and submitted to the appropriate DBE. The DBE will respond in written form to the questions in the time allotted. Based on the written clarification received from the DBE and any analysis thereof, an evaluation of each proposal will be prepared.

Proposers will be deemed responsive if they provide all required information in the correct format. Any submittal failing to clearly present all of the requested information, or failing to be in the format requested, may be deemed nonresponsive and disqualified from further consideration.

Price Proposal Evaluation

The score will be based on the fees and costs provided by the Proposer in Exhibit D-2.

EXHIBIT C

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

a contract (the “Contract”) for the Work described as follows:

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs

and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Huntington Park ("Public Agency"), State of California, has awarded to

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____ ; and

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____) lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, an amount equal to 100 percent of the amount payable by the Public Agency under the Contract. In case suit is brought upon this Bond, Surety will also pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

EXHIBIT D

PROPOSAL PACKET

Each Proposal shall be in 8^{1/2}"x 11" format, consisting of the specified materials requested below.

The proposal shall be submitted in two (2) parts:

Part One

Submit four (4) bound copies of Part One - Technical Proposal (each in a bound document with a soft cover, comb binder, loose-leaf three-ring, hard cover binder, or equivalent). Utilize dividers to identify and separate the TABS described below.

Part Two

Submit one (1) original with wet signature and three (3) copies of Part Two - Cost Proposal in one sealed envelope.

In addition to the hard copies, submit one (1) electronic copy of the Proposal Packet, including Part One and Part Two, in PDF format on CD, flash drive, or external hard drive.

All information necessary for the City to evaluate your qualifications shall be contained within the Proposal. Proposals not organized according to this format may be rejected.

To be responsive, each Proposal Packet must include the following material specified. For scoring information, see Exhibit B.

1. PART ONE – TECHNICAL PROPOSAL

Submit four (4) bound copies of the following:

TAB 1) Cover Letter

The cover letter shall be signed by an officer or officers of the firm or team submitting the Proposal. In case of a joint venture, an officer of each joint venture partner shall sign the cover letter. The letter should identify the individual to whom correspondence and other contacts should be directed during the Design-Build Entity (DBE) selection process.

TAB 2) Table of Contents

Provide Table of Contents.

TAB 3) Statement of Compliance with City Requirements/Criteria

Provide a narrative regarding your Team's compliance with the City's business and technical requirements/criteria, including any deviations from the terms of the attached Design-Build Agreement and Design-Build General Conditions. Include an affirmative statement that the

DBE commits to deliver the project as described by the RFP within the stipulated schedule for the stipulated sum amount.

Any deviation(s) will be evaluated as to its effect on the RFP solicitation and may be determined to negatively affect the DBEs evaluation score. Contractual deviations requested by the DBE are subject to negotiation and concurrence with the City, upon determination of the Best Value Proposal. Any changes to the attached Design-Build Agreement or Design-Build General Conditions which the DBE desires, must be specified in the Proposal or the requested change will be deemed to have been waived.

TAB 4) Technical Design and Construction Expertise

This section provides the Proposer the opportunity to demonstrate its experience, expertise, and success in the design and construction of projects of similar size, scope, type, complexity, and delivery method.

A. Provide a description of related Project experience, including up to four (4) projects for the General Contractor member, up to four (4) projects for the Engineer member, and up to three (3) projects for the Architect member for projects of similar size, scope, type, complexity, and delivery method, with construction completed during the past 8 years. Use the **Exhibit D-1: Project Summary** sheet included in this Exhibit for requested information and submission of the key projects for each firm. Photos and additional project information can be included.

Include projects that show the following experience: successful management of design-build projects for public entities in California within the last eight years, which incorporate similar aspects to those required for this project, and delivery of the projects on time or ahead of schedule and within budget.

B. Please indicate projects wherein Primary Team Firms have worked together. Points will be awarded to DBEs that show previous experience in which the designer and contractor have successfully worked together.

TAB 5) Design-Build Team Organization and Personnel

A. Primary Team Members (firms) and Organizational Chart:

1. Provide name, address, and telephone number of the General Contractor, Principal Engineer and Architect firm comprising the Team.
2. Additional disciplines that must be included as part of the DBE include:
 - Structural Engineer of Record
 - Electrical Engineer of Record
 - Mechanical Engineer of Record
 - Civil Engineer of Record
 - Architect

Optional Key Staff:

- Mechanical Subcontractor
- Plumbing Subcontractor
- Electrical Subcontractor

These disciplines may be provided by a single firm or by several firms. Provide license numbers for all contractors and subcontractor entities.

3. Provide an organizational chart of Proposer's team members (firms) and key personnel indicating clear lines of contractual authority of all team members (firms) including, but not limited to, the firms listed above in Tab 5.A.1 & 2. Provide a narrative describing the division of responsibility.

Through the organization chart and project approach, Proposer shall identify which Primary Team Member will be leading the project. The City desires to have the General Contractor lead the team.

4. Provide a copy of the confirmed registration from the State of California Department of Industrial Relations (DIR) for the General Contractor firm, all listed subcontractors, and any other firms required to register with DIR based on their services for this project.

B. Key Staff (individuals):

1. Provide name of individuals who will hold designated key staff positions for design and construction and include the license number of each Architect/Engineer of Record.

Key Staff that must be included on the DBE at time of RFP submittal include:

- DBE Project Manager
- Architect Principal-in-Charge of Project
- Design Manager
- Architect of Record
- Structural Engineer of Record
- Civil Engineer of Record
- Mechanical Engineer of Record
- Electrical Engineer of Record
- Landscape Architect of Record/Park Planner
- Construction Project Manager (if same as above, so note)
- Construction Superintendent

Optional Key Staff:

- Lead Mechanical Subcontractor
- Lead Plumbing Subcontractor
- Lead Electrical Subcontractor

The key staff listed in the proposal must be committed to the roles indicated for the project and may not be subject to substitution without prior written approval by the

City. Any persons so substituted must possess qualifications equal to or better than the individuals presented in the proposal.

2. The City anticipates the DBE Project Manager to have authority and responsibility for the overall daily management of the Project, and the Design Manager to have overall responsibility for the design of the Project. Proposer shall include a narrative to show the DBE Project Manager's experience with managing Design-Build projects, leadership skills, and understanding of the collaborative process and working as a team. Proposer shall include narrative to show the Design Manager's experience with the design process, various aspects of design excellence, and managing/coordinating multiple disciplines.
3. Provide a narrative or matrix that designates which of the projects, submitted by the Primary Team Member firms above in Tab 4, each Key Staff has worked on and their role on each specific project listed.
4. Provide resume information for all key personnel including experience; professional license, registration, certification; and education. Include any previous experience on design-build projects and experience on projects of similar size, scope, type, and complexity.

TAB 6) Work Plan Approach

Provide a Project Work Plan to deliver the Project in accordance with the City's Project Criteria and Scope of Services. Include approach to deliver the Project within the project schedule and project budget, approach to the Design-Build delivery method, and your experience and approach with phased design, collaborative teaming, and scheduling. The Proposer's Work Plan should address the following items:

- A. Overall Management Plan**
- B. Quality Assurance and Quality Control Plan for Design and Construction**
- C. Integration and Collaboration of Design and Construction**
- D. Owner Reviews and Jurisdictional Approvals**

Provide a narrative demonstrating your team's plan to manage owner reviews and jurisdictional approvals, including potential phased design reviews and permits/approvals from multiple agencies. Include approach for managing the review of multiple departments within the City. Provide relevant "lessons learned" from prior projects, preferably involving design-build.
- E. Schedule Administration and Management**
- F. Cost Control**
- G. Safety Plan**
- H. Approach to Achieving Design Excellence**

Proposer to discuss their approach to design excellence as it relates to the City's goals and guiding principles. Provide a narrative to explain your approach in which the built environment inspires and enhances the functional use of the space and brings best value to the public.

I. Local Hiring Plan

TAB 7) Design Process/Architectural Style

- A. Proposer to provide a narrative describing your design process for conceptual and schematic design.
- B. Demonstrate your approach in creation of civic architecture that reflects the values and mission of its community while engaging and inspiring its occupants and visitors.

TAB 8) Life Cycle Costs over 15 Years

- A. The City has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building. The City wants this project to be energy-efficient and sustainable. The Design-Build team shall consider the mechanical and electrical systems, and the overall energy consumption of the building holistically.

The Proposer shall provide the following in the proposal:

1. Based on an existing project of similar scope, demonstrate how the team creatively reduced the energy consumption of the Project. Provide specific examples.

TAB 9) Skilled and Trained Workforce Commitment

Proposer shall provide a work plan defining how the Proposer and its subcontractors at every tier will comply with the requirements for the use of a skilled and trained workforce to perform all work on the project that falls within an apprenticeable occupation in the building and construction trades as required per Public Contract Code 22164(c). Proposer shall demonstrate how it will document to the City its commitment to comply with the above referenced requirement. This work plan builds on the requirement in the Request for Qualifications that the DBE provide an enforceable commitment.

TAB 10) CBE Good Faith Effort Documentation

Submit documentation of Proposer's good faith efforts for CBE participation in the Project.

2. PART TWO – COST PROPOSAL

In a separate sealed envelope, submit one (1) original with wet signature and six (6) copies of the following:

- A. Cost Proposal Form as provided in **Exhibit D-2**.

- B. List of Subcontractors as provided in **Exhibit D-3**. Provide listing of all subcontractors known at time of RFP submittal. All subcontracts that are not listed by the DBE shall be awarded by the DBE in accordance with state and federal code. Specifically, DBE shall procure all subcontracts that are not listed by the DBE in accordance with California Public Contract Code 22166.
- C. Non-Collusion Affidavit as provided in **Exhibit D-4**. One of the five sets must include a Signed Original.
- D. Additionally, if DBE is a Joint Venture, Proposer shall provide a copy of the joint venture agreement. (No page limit) *Note: Agreement must provide that All responsibilities of the joint venture shall become the individual responsibilities of each member of the joint venture in the event of the termination of the joint venture for any reason.*

EXHIBIT D-1

PROJECT SUMMARY

*Use one form for each project – additional information should be attached to this sheet.
Names and references must be current and verifiable.*

Name of Contractor: _____

Project Name: _____

Location: _____ Completion date: _____

Owner: _____

Owner Contact Name, Phone, email: _____

Architect: _____

Architect Contact Name, Phone, email: _____

Type of Procurement (D-B-B, D-B, CM@R, GMP, Low Bid, JOC, Other.)

Source of Funding of Project: _____

Value of Original Contract: _____

Final value of Contract including change orders: _____

Original Scheduled Substantial Completion Date: _____

Actual Date of Substantial Completion: _____

Description of Project, Scope of Work Performed: _____

EXHIBIT D-2
COST PROPOSAL

1 PRECONSTRUCTION PHASE	
A Preconstruction Services Fees	
Task	Cost
Cost Estimating & Value Engineering	
Scheduling	
Constructability Review	
Bid Packaging, Award & Management	
Site Investigation (incl. exploratory potholing, survey, etc. as necessary)	
Reproduction Costs	
Delivery	
Permits and Fees	
All Other Costs for Performing Work	
Subtotal Preconstruction Services Fees	
B Design Fees	
Discipline	Cost
Architectural	
Interior Design	
Civil (including survey as necessary)	
Landscape & Irrigation	
Structural	
Mechanical	
Plumbing	
Fire Protection	
Electrical	
Telcom/Data	
Fire Alarm	
Security	
Signage	
Permits and Fees	
Specialty/Other (Please List)	

1 PRECONSTRUCTION PHASE cont'd		
Additional Design Services		Cost
Site Evaluation		
Conceptual Master Plan		
FF&E Services		
Subtotal Design Fees		
2 CONSTRUCTION PHASE		
Design Team		Cost
Design Team Construction Administration (CA)		
Staffing		Cost
Project Staff		
Temporary Facilities		
Temporary Utilities, Services, & Supplies		
Construction Costs		Cost
Other General Conditions Costs*		
Miscellaneous Project Costs		
Subtotal Construction Fees		Cost
		Total Cost
Total Cost related to all the above as described in the RFP		

* General Conditions shall include, but not be limited to, items in the attached breakdown.

EXHIBIT D-2
COST PROPOSAL

CONSTRUCTION PHASE

General Conditions Items to Include

Temporary Facilities

- Jobsite Trailer (including Construction Manager's office)
- Storage Trailer & Tool Shed
- Jobsite Office Furniture, Equipment, Computers, Supplies
- Temporary Toilets
- Temporary Fencing
- Barricades
- Temporary Enclosures
- Project Sign

Temporary Utilities, Services, & Supplies

- Telephone & Data Installation and Monthly Charges
- Temporary Power Installation and Monthly Charges
- Temporary Water Installation and Usage Charges
- Periodic Cleaning
- Final Cleaning
- Jobsite Dumpsters/Waste Removal/Hauling
- SWPPP Maintenance & Inspections (including Qualified SWPPP Practitioner)
- Safety Inspections
- Drinking Water
- Safety Equipment
- First Aid Supplies
- Small Tool Rentals & Purchases
- Reproduction
- Postage
- Project Photographs
- Courier Service

Miscellaneous Project Costs

- Site Survey
- Jobsite Security
- Commissioning Agent
- Fees - Water Meter
- Fees - Gas Service
- Fees - Power Service

All Other General Conditions Costs

EXHIBIT D-3

LIST OF SUBCONTRACTORS

In compliance with section 4101 of the government code regarding designation of subcontractors, the Proposer submits the following list of each subcontractor, known at the time of the Proposal submittal, who will perform work or labor or render services to the Proposer in or about the construction of the work in an amount in excess of $\frac{1}{2}$ of 1% of said total bid.

Note: Repeat this page for additional subcontractors:

EXHIBIT D-4

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Subscribed and sworn to before me this _____ day of 2021.

Signature of officer administering oath

NOTE: Execution of this affidavit must be acknowledged before a Notary Public and Notary's certificate of acknowledgement must be attached.

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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:

RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-09 approving the Fiscal Year 2021-22 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide. SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. SB 1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of the RMRA funds are distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding in Fiscal Year (FY) 2021-22, the City must adopt a resolution approving the list of projects to receive RMRA funding. Staff recommends that SB 1 funding be applied towards the following streets in accordance with the City's approved Pavement Management Plan and community input.

**RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2021-22 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

June 1, 2021

Page 2 of 2

Street Name	Beginning Location	Ending Location
Miles Avenue	150' N/O 57 th Street	Florence Avenue
Santa Fe Avenue	58 th Street	Florence Avenue

The next step following City Council approval and acceptance of the streets to be rehabilitated, SB 1 funding guidelines require staff to submit to the California Transportation Commission (CTC) the proposed project list and adopted resolution. The City's required local maintenance of effort (MOE) amount for FY 2021-22 is estimated to be \$1,137,529.

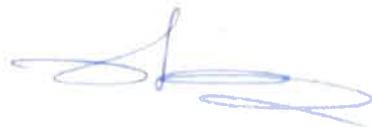
FISCAL IMPACT/FINANCING

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller in a fiscal year, the City must submit to the Commission an adopted list of projects proposed to be funded with SB 1 funds by July 1, 2021. All projects proposed to receive the fiscal year funding must be adopted by resolution per Streets and Highways Code Section 2034(a)(1). The roadway segments listed intend to use a combination of MOE funds (\$1,137,529) and SB 1 RMRA funds (approximately \$1,089,000), which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in SHC Section 2030(a) and the 2021 Local Streets and Roads Funding Program Reporting Guidelines. The estimated total project cost for the construction and management/oversight of the project is \$4 million. Once the design is completed, staff will present a more concise budget cost to the City Council for consideration and approval.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. Resolution 2021-09

ATTACHMENT A

RESOLUTION NO. 2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, ADOPTING A
LIST OF PROJECTS FOR FISCAL YEAR 2021-22
FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

8 **WHEREAS, WHEREAS, Senate Bill 1 (SB 1), the Road Repair and**
9 **Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the**
10 **Legislature and Signed into law by the Governor in April 2017 to address the**
11 **significant multi-modal transportation funding shortfalls statewide; and**

11 **WHEREAS**, SB 1 includes accountability and transparency provisions that will
12 ensure the residents of our City are aware of the projects proposed for funding in our
13 community and which projects have been completed each fiscal year; and

14 **WHEREAS**, the City must adopt by resolution a list of projects proposed to
15 receive fiscal year funding from the Road Maintenance and Rehabilitation Account
16 (RMRA), created by SB 1, which must include a description and the location of each
17 proposed project, a proposed schedule for the project's completion, and the estimated
useful life of the improvement; and

18 WHEREAS, the City will receive an estimated \$1,080,000 in RMRA funding in
19 Fiscal Year 2021-22 from SB 1; and

20 **WHEREAS**, this is the 4th year in which the City is receiving SB 1 funding and
21 will enable the City to continue essential road maintenance and rehabilitation projects,
22 safety improvements, repairing and replacing aging bridges, and increasing access
23 and mobility options for the traveling public that would not have otherwise been
possible without SB 1; and

24 **WHEREAS**, the City has undergone a robust public process to ensure public
25 input into our community's transportation priorities/the project list; and

26 **WHEREAS**, the City used a Pavement Management System to develop the SB
27 1 project list to ensure revenues are being used on the most high-priority and cost-

1 effective projects that also meet the community's priorities for transportation
2 investment; and

3 **WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate
4 Miles Avenue between Florence Avenue and Slauson Avenue and Santa Fe Avenue
5 between Florence Avenue and just north of Slauson Avenue this year and support the
6 resurfacing of local and collector roads of similar projects in the future; and

7 **WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs
8 Assessment found that the City's streets and roads are in an "good/at-risk" condition
9 and this revenue will help us increase the overall quality of our road system and over
10 the next decade will bring our streets and roads into a 55 PCI condition; and

11 **WHEREAS**, the SB 1 project list and overall investment in our local streets and
12 roads infrastructure with a focus on basic maintenance and safety, investing in
13 complete streets infrastructure, and using cutting-edge technology, materials and
14 practices, will have significant positive co-benefits statewide.

15 **NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:**

16 **SECTION 1.** The City Council finds that all of the facts set forth in the Recitals of
17 this Resolution are true and correct.

18 **SECTION 2.** The following list of newly proposed projects will be funded in-part
19 or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account
revenues:

- 20 • Project Title: CIP 2021-01 SB1 Street Enhancement Project FY 21-22
- 21 • Project Description: Design phase of PCC intersections, alternative design
22 that may include whitetopping, street resurfacing of major arterials, ADA
23 upgrades, curb & gutter removal and replacement, traffic loops, survey
24 monuments and other appurtenances related to paving projects.
- 25 • Project Location:
 - 26 o Miles Avenue between Florence Avenue and Slauson Avenue
 - 27 o Santa Fe Avenue between Florence Avenue and just north of
28 Slauson Avenue

1 • Estimated Project Schedule:
2 ○ Start: November 2021
3 ○ Completion: June 2022
4 ○ Estimated Project Useful Life: 25 years

5 **SECTION 3.** The following previously proposed and adopted projects may also
6 utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in
7 their delivery. With the relisting of these projects in the adopted fiscal year resolution,
8 the City is reaffirming to the public and the State our intent to fund these projects with
9 Road Maintenance and Rehabilitation Account revenues:

10 • Project Title: CIP 2020-01 SB1 Street Enhancement Project FY 20-21
11 • Project Description: Construction phase of street resurfacing of major and
12 local roadways, ADA upgrades, curb & gutter removal and replacement,
13 traffic loops, survey monuments and other appurtenances related to
14 paving project.
15 • Project Location:

Street Name	Beginning Location	Ending Location
Malabar Street	Zoe Avenue	Gage Avenue
Gentry Street	Gage Avenue	Clarendon Avenue
Otis Street	Santa Ana Street	Salt Lake Avenue
Marbrisa Avenue	Florence Avenue	Mortimer Avenue
Cedar Street	Florence Avenue	Saturn Avenue
Regent Street	760' N/O Gage Avenue	Zoe Avenue

16 • Estimated Project Schedule:
17 ○ Start: November 2021
18 ○ Completion: June 2022
19 ○ Estimated Project Useful Life: 20 years

1 **PASSED, APPROVED, AND ADOPTED** this 1st day of June 2021.

2 **CERTIFICATION**

3
4 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly
5 and regularly adopted by the City's governing board at the meeting thereof held on this
6 1st day of June 2021.

7
8
9

10 **Graciela Ortiz, Mayor**

11 **Ayes:** _____

12 **Noes:** _____

13 **Abstained:** _____

14 **Absent:** _____

15 **ATTEST:**

16
17
18

19 **Sergio Infanzon**

20 **Acting City Clerk**

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 2021

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF WORK PERFORMED AS PART OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Alfaro Communications Construction, Inc. for the construction of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Call for Projects ID# F7312;
2. Authorize staff to execute the Notice of Completion and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release Alfaro Communications Construction, Inc.'s retention invoice for the amount of \$64,435.04.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the December 17, 2019 City Council meeting, the City Council awarded the construction contract to Alfaro Communications Construction, Inc. (contractor) for the addition of parking detection sensors, changeable message and wayfinding parking signs that will improve vehicular accessibility in the downtown business district. An integral part of the grant is the introduction of a parking App that integrates with the existing T2 Systems pay stations; allowing motorists to find available parking spaces along Pacific Boulevard.

The contractor was issued the Notice to Proceed on February 27, 2020 and scheduled work commenced on March 9, 2020. Project delays were due to the COVID pandemic and the lack of production of the necessary goods, materials and services rendered throughout the US; which ultimately led to longer than expected waiting period to receive the equipment. Infrastructure Engineers as the construction manager has deemed the project substantially completed in accordance with the improvement plans and contract

**APPROVE ACCEPTANCE OF WORK PERFORMED AS PART OF CIP 2018-07
DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM**

June 1, 2021

Page 2 of 2

specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially completed and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

Regarding the construction contract, it is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" (Attachment 1) with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bonds to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

Contractor constructed the project within the prescribed construction project budget. The final construction contract was for \$934,519. Staff recommends processing and releasing the final retention payment in the amount of \$64,435.04. No additional budget appropriation is requested at this time.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENTS

- A. Notice of Completion

ATTACHMENT A

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **City of Huntington Park**
3. The full address of the owner is: **6550 Miles Avenue, Huntington Park, CA 90255-4393**
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 6/1/2021
(Date)

The work done was: **CIP 2018-07 Downtown Huntington Park i-Park System**

7. The name of the contractor, if any, for such work of improvement is:

Alfaro Communications Construction, Inc.

12/3/2019

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Pacific Boulevard between Florence Avenue and Slauson Avenue**
9. The property on which said work of improvement was completed is in the city of **Huntington Park**
County of **Los Angeles**, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Ricardo Reyes, City Manager**

(President, "Owner," "Partner," "Manager," etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/1/2021, at Huntington Park, California.
(Date of Signature) (City Where Signed)

(Personal Signature of the individual who is swearing that the contents of the Notice of Completion are true)

ITEM NO. 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

June 1, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIREWORKS SALES PERMIT APPLICATIONS SUBMITTED BY LOCAL NON-PROFIT ORGANIZATIONS IN THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Fireworks Sales Permit Applications Submitted by local non-profit organizations in the City of Huntington Park; and
2. Authorize the Community Development Department to process the applications and conducts the final inspection of the stands.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Title 4, Chapter 8 of the Huntington Park Municipal Code provides the application process, procedures, and requirements for issuing fireworks sales permits. The chapter also details the safety requirements and operation standards for temporary fireworks stands. This section of the Municipal Code was amended to update requirements in order to identify the Community Development Department as the lead department for the application process, clarify applicant eligibility, and provide for additional safety measures. Lastly, the amendment made the City Council the final approval body for the issuance of firework sales permits.

FISCAL IMPACT/FINANCING

Fireworks sales permits will continue to generate required application fees including building permits, electrical permits, temporary use permits, and city business license fees. In addition, the permit fee for the sale of fireworks shall continue to be one percent of the gross retail sales as reported to the State of California Board of Equalization by the non-profit organization.

**CONSIDERATION AND APPROVAL OF FIREWORKS SALES PERMIT
APPLICATIONS SUBMITTED BY LOCAL NON-PROFIT ORGANIZATIONS IN THE
CITY OF HUNTINGTON PARK**

June 1, 2021

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Applicants filed permit applications with the Building and Safety Department and their applications were processed for City Council review.

The process to select the applications for City Council review included the eligibility review by requiring that permits be filed by local non-profit organizations only and that an active member of the local non-profit be listed on the application as an additional applicant.

Additionally, applicants are aware of the increased public safety measures by requiring minimum ages for adults in charge of fireworks stand operations requiring overnight security of stands, and updating sidewalk setback requirements in order to prevent obstruction of vehicular line of sight. It will also require Building and Safety inspections for the temporary stands.

The City Council is the final approval body for all complete fireworks sale permit applications.

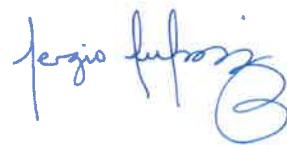
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Applications Submitted by Local Non-profit Organizations

ATTACHMENT A

Name of Organization	Applicant	Phone Number	Email Address
AYSO Region 526	Mike Lopez		
Praise Chapel	Daniel Moreno		
Southeast Women's Organization	Marisol Camelio		
Huntington Park Youth Football	Ana Covarrubias		
HP Police Officers Association	Mike Parsa		

Stand Location: 5900 PACIFIC BLVD

Name of Organization: AYSO REGION 526

Applicant: MIKE LOPEZ

Previous Year Gross Sale: 27,615.74

Previous Year Permit Fees Paid: \$407.00

Previous Year Permit Fees date of payment: 4/13/2019

CHECK LIST

Prior to submittal your application to Building Division of the Community Development Department, please verify all the required item, failure to submit a complete application may disqualify your organization from selling fireworks; submit documents in the order as shown on the check list.

1. Copy of liability insurance showing the organization and the City of Huntington Park as certificate holder
2. Proof of Non-Profit Status to be printed from the Franchise Tax Board web page
3. Site Plan of the location of proposed Fireworks Stand
4. Property Owner's signed permission slip
5. Copy of State Fire Marshal Retail Fireworks License
6. Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified

FOR OFFICE USE ONLY

Non Profit Status

Liability Insurance

Previous year permit fees

Fireworks Supplier Business License

Location - Planning Approval

Application Approved

Application Denied

Date of Decision



CITY OF HUNTINGTON PARK
APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than April 15th along with the application fee)

APPLICATION DATE:

Organization Name: AYSO REGION 526

Organization Address: 3401 Florence Ave Huntington Park, Ca 90255

Permanent Meeting Place (If different from above): 3401 Florence Ave Huntington Park, Ca 90255

Purpose of Organization: [] Veteran [] Patriotic [] Charitable [] Religious Civic Betterment

Number of Members who are residents of the City: 75

Date Organization Founded: 1968

Location of Proposed Firework's Stand: 5900 PACIFIC BLVD

Owner of Property: _____

Fire Work Company Supplier: TNT FIREWORKS

State Fire Marshal's License Number: _____

Liability Insurance Number: _____

STATEMENT OF ACKNOWLEDGEMENT

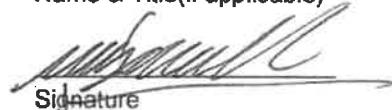
Part 1 of this form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park and Part 2 must be signed by the fireworks provider

PART 1:

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization)
AYSO REGION 526 _____ is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Title 4 Chapter 8 FIREWORKS <http://code.us/codes/huntingtonpark/>

MIKE LOPEZ CHAIRMAN

Name & Title(if applicable)



Signature

Date: 4-7-2021

PART 2:

I RICHARD LeGaspi , am and employee of TNT FIREWORKS , our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

Richard LeGaspi Area Manager

Name & Title(if applicable)



Signature

Date: 4-7-2021



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

4/6/2021

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

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

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

INSURED 1359665 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
XXX0899

CONTACT
NAME: _____
PHONE (A/C, No. Ext): _____
E-MAIL: _____
ADDRESS: _____

FAX (A/C, No.): _____

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Company	10851
INSURER B: Arch Specialty Insurance Company	21199
INSURER C: Berkshire Hathaway Homestate Ins Co	20044
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERS

CERTIFICATE NUMBER: 15362168

REVISION NUMBER: XXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	SI8GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER: _____						COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			NOT APPLICABLE			
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	UXP0056189-07	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AMWC137851	11/1/2020	11/1/2021	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
property located @ 5900 Pacific Blvd., Huntington Park, CA (XXX0899) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

15362168
AYSO and the City of Huntington Park, their officers, agents, and employees when acting in their official capacities as such
6550 Miles Ave.
Huntington Park CA 90255

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR

P. O. BOX 231

LOS ANGELES, CALIFORNIA 90053

February 28, 1968

IN REPLY REFER TO

Form L-178

Code 414:RSY

American Youth Soccer Organization
12501 S. Isis Ave
Hawthorne CA 90250

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Los Angeles	
FORM 990-A RE- QUIRED	ACCOUNTING PERIOD ENDING
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	January 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

F. S. Schmidt
District Director



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/5/2021

ESL ID:

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name: AMERICAN YOUTH SOCCER ORGANIZATION

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on [REDACTED] through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Internal Revenue Service

Date: June 18, 2007

AMERICAN YOUTH SOCCER
ORGANIZATION
% VITANO
12501 ISIS AVE
HAWTHORNE CA 90250

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

**Customer Service Representative
Toll Free Telephone Number:
877-829-6500
Federal Identification Number:**

Dear Sir or Madam:

This is in response to your request of June 18, 2007, regarding your organization's tax-exempt status.

In February 1968 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

**Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1**

INSPECTION DATE 6/25

TNT FIREWORKS

SALES ASSOCIATE R. LEGASPI

CITY HUNTINGTON PARK

LOCATION# XXX0899 ORGANIZATION AYSO

SIZE 8X32 TYPE OPW BACK DOORS 0 A-FRAMES 2

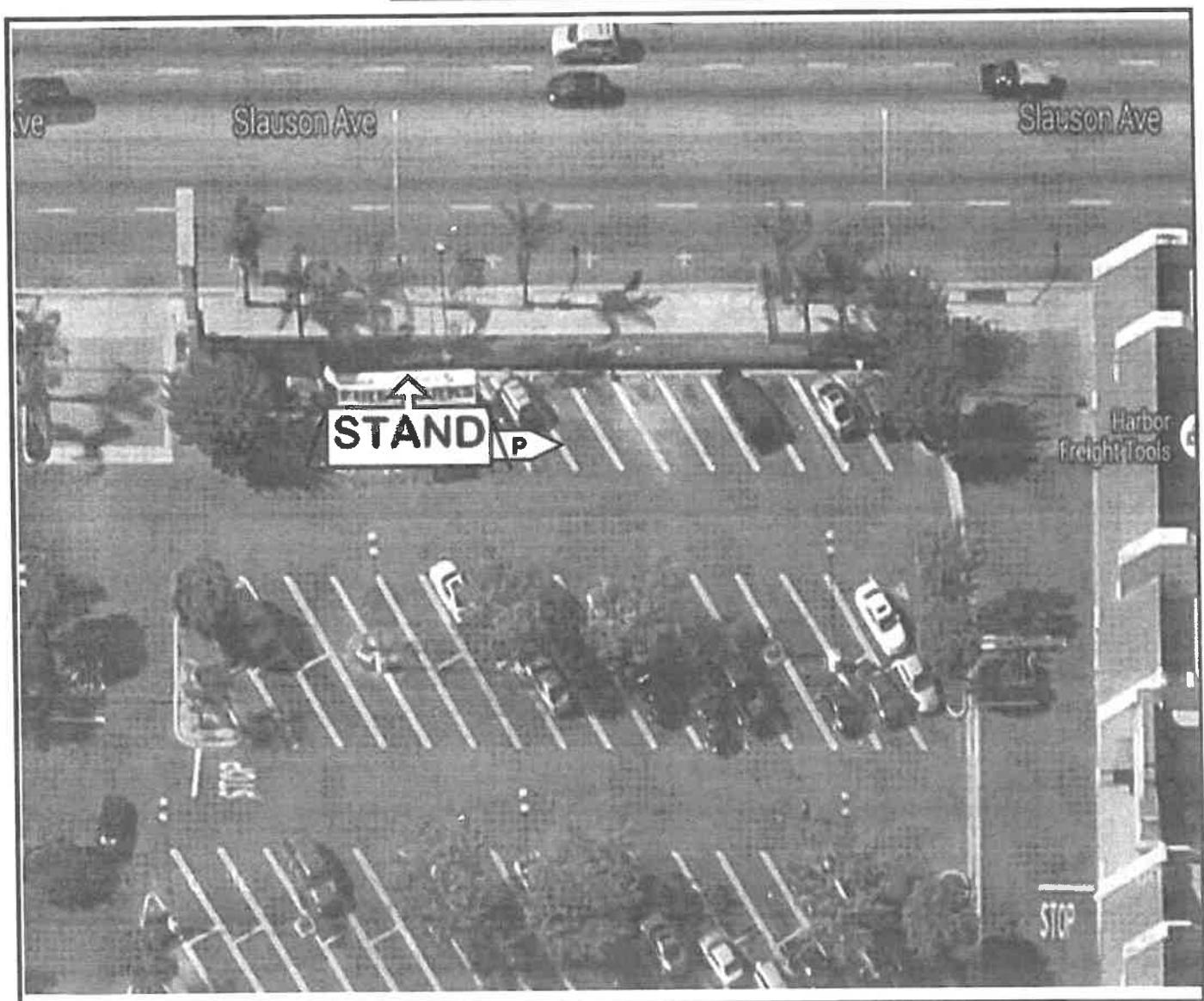
SET-UP 6/25 DOWN DATE 7/5 LIGHTS OPW

ADDRESS 5990 PACIFIC AVE

INTERSECTION EAST OF SWC PACIFIC & SLAUSON

THOMAS GUIDE — COUNTY LA PAGE 674 GRID J-6

SPECIAL INSTRUCTIONS FACE STAND TO STREET. LEAVE ROOM IN FRONT
OF STAND FOR CUSTOMERS



PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to AYSO and

AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS,

for the exclusive right to use the property located at **5900 PACIFIC BLVD.**

in the City of **HUNTINGTON PARK** for their 2021 Fireworks stand. *in accordance*
with the license agreement dated **8-3-18**

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

IMEDRA 5900 FAMILY LIMITED PARTNERSHIP
DBA PACIFIC CENTER

By: (Sign) 

Print Name: RICHARD KIM

Date: 8/3/18

Loc # **XXX0899**



NOTICE OF CHANGE

STATE OF CALIFORNIA
OFFICE OF THE STATE FIRE MARSHAL
2251 HARVARD ST
SACRAMENTO, CA 95815
(916) 445-8373

RETAIL FIREWORKS LICENSE
NUMBER _____

CHANGE FROM: AYSO REGION 526
6375 ALAMEDA ST.
HUNTINGTON PARK, CA 90255

CHANGE TO: AYSO REGION 526
5900 PACIFIC BLVD.
HUNTINGTON PARK, CA 90255

DATE: 4/6/2021

COMMENTS: LOCATION CHANGE
COUNTY: LOS ANGELES

CC: LOS ANGELES COUNTY FIRE DEPT.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Page 1 of 1

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Office of State Fire Marshal
2251 Harvard Street, Suite 400
Sacramento, CA 95815
(916) 568-2943

LICENSEE INFORMATION

Name (First, Last): AYSO REGIONS26	Phone Number: (
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above): R. LeGaspi	

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip):	5900 PACIFIC BLVD., 6875 ALAMEDA ST, HUNTINGTON PARK, 90255
County of Stand Location:	LOS ANGELES

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name: TNT FIREWORKS	License No.:
Contact Name:	Phone Number: (

FIRE AUTHORITY HAVING JURISDICTION

Fire Department:	Los Angeles County Fire Department
Physical Address (Street Address, City, CA, Zip):	
1320 N. Eastern Ave, Los Angeles, CA 90063	



Vin Costa
Signature of Fire Authority Having
Jurisdiction

3-25-2021
Date

Randy LeGaspi
Signature of Retail Booth Applicant

2/22/21
Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

2756105 8880117

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code-125700-06

White-Licensee Yellow-Fire Authority Pink-SFM File

OSF 20 660150

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 22-00015160
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		Business License Number
Type of Business	FIREWORKS DISTRIBUTOR	Account Number
Business Location		License Stamp / Tag
Business Name	AMERICAN PROMOTIONAL EVENTS,	License Valid From
Owner Name	TROUT, TAD	License Expires
Mailing Address	555 N. GILBERT STREET FULLERTON CA 92833	Date Issued
		March 04, 2021

By

Tad Trout

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

m120648y

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid April 17, 2021 through July 4, 2021

LOGIN



ACCOUNT NUMBER

AYSO REGION 526

Office of Control:
Cerritos Office

NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE
PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

Stand Location: 1925 GAGE AVE

Name of Organization: HP POLICE OFFICERS ASSOCIATION

Applicant: MIKE PARSA

Previous Year Gross Sale: 38,697.00

Previous Year Permit Fees Paid: \$407.00

Previous Year Permit Fees date of payment: 4/13/2019

CHECK LIST

Prior to submittal your application to Building Division of the Community Development Department, please verify all the required item, failure to submit a complete application may disqualify your organization from selling fireworks; submit documents in the order as shown on the check list.

1. Copy of liability insurance showing the organization and the City of Huntington Park as certificate holder
2. Proof of Non-Profit Status to be printed from the Franchise Tax Board web page
3. Site Plan of the location of proposed Fireworks Stand
4. Property Owner's signed permission slip
5. Copy of State Fire Marshal Retail Fireworks License
6. Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified

FOR OFFICE USE ONLY

Non Profit Status

Liability Insurance

Previous year permit fees

Fireworks Supplier Business License

Location - Planning Approval

Application Approved

Application Denied

Date of Decision



CITY OF HUNTINGTON PARK
APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than April 15th along with the application fee)

APPLICATION DATE:

Organization Name: HP POLICE OFFICERS ASSOCIATION

Organization Address: P.O. BOX 1027 HUNTINGTON PARK

Permanent Meeting Place (If different from above): 6542 MILES

Purpose of Organization: Veteran Patriotic Charitable Religious Civic Betterment

Number of Members who are residents of the City: 35

Date Organization Founded: 1965

Location of Proposed Firework's Stand: 1925 GAGE AVE

Owner of Property: _____

Fire Work Company Supplier: TNT FIREWORKS

State Fire Marshal's License Number: _____

Liability Insurance Number: _____

STATEMENT OF ACKNOWLEDGEMENT

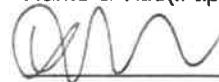
Part 1 of this form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park and Part 2 must be signed by the fireworks provider

PART 1:

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization)
HP POLICE OFFICERS ASSOCIATION _____ is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Title 4 Chapter 8 FIREWORKS <http://code.us/codes/huntingtonpark/>

MIKE PARSA, TREASURER

Name & Title(if applicable)



Signature

Date: 4/14/2021

PART 2:

I Richard LeGaspi, am and employee of TNT Fireworks, our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

Richard LeGaspi Area Manager

Name & Title(if applicable)



Signature

Date: 4/13/2021



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

11/2/2020

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 endorsement(s).

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

INSURED 1359665 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
CSR2807

CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Arch Specialty Insurance Company	21199
INSURER C : Berkshire Hathaway Homestate Ins Co	20044
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 12338980 REVISION NUMBER: XXXXXXX

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.

INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y N	SI8GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		Y N	UXP0056189-07	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	N AMWC137851	11/1/2020	11/1/2021	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
property located @ 1925 Gage, Huntington Park, Ca. (CSR2807) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

12338980

Police Officers Association and the City of Huntington Park their officers, agents & employees when acting in their official capacities as such
6550 Miles Ave.
Huntington Park CA 90255

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/13/2021

ESL ID: 1

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1

Entity Name: HUNTINGTON PARK POLICE OFFICERS ASSOCIATION

1. The entity is in good standing with the Franchise Tax Board.

2. The entity is not in good standing with the Franchise Tax Board.

3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 a.

4. We do not have current information about the entity.

5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



State of California Secretary of State

N

Statement of Information

(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

**Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME

HUNTINGTON PARK POLICE OFFICERS ASSOCIATION

G341397

FILED

In the office of the Secretary of State
of the State of California

JAN-23 2019

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6542 MILES AVE, HUNTINGTON PARK, CA 90255

4. MAILING ADDRESS OF THE CORPORATION CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

6. SECRETARY ADDRESS CITY STATE ZIP CODE

7. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent **MUST** have agreed to act in that capacity prior to the designation.]

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
6542 MILES AVE, HUNTINGTON PARK, CA 90255

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see Instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

01/23/2019

CFO

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 01/2016)

APPROVED BY SECRETARY OF STATE

PPAY

1985 () REC'D () REC'D () SLV () AG

FILED

In the office of the Secretary of State
of the State of California

MAR 18 1985

MARCH FONG EU, Secretary of State

By Leslie Allen
Deputy

ARTICLES OF INCORPORATION

OF

HUNTINGTON PARK POLICE OFFICERS ASSOCIATION

I

The name of this Corporation is HUNTINGTON PARK POLICE
OFFICERS ASSOCIATION.

II

A. This Corporation is a nonprofit mutual benefit corporation, organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

B. The specific purposes of this Corporation are:

1. To form, organize, conduct and operate an employee organization composed solely of persons who are employees of the Police Department of the HUNTINGTON PARK POLICE DEPARTMENT;

2. To promote, foster, and encourage the welfare of and social relations of the Huntington Park Police Officers Association;

3. To promote harmony and unity of purpose among the members of the Police Department of the City of Huntington Park;

4. To protect and preserve life, property and liberty in the City of Huntington Park and the State of California;

5. To improve the wages, hours, working conditions and welfare programs of the employees of the Police Department of the City of Huntington Park;

6. To promote and improve the academic and vocational training of the employees of the Police Department of the City of Huntington Park, to the benefit of the police profession;

7. To promote and procure public support for the good and welfare of the employees of the Police Department of the City of Huntington Park.

III

The name in the State of California of this Corporation's initial agent for service of process is:

SILVER, KREISLER, GOLDWASSER & SHAEFFER,
A Professional Law Corporation

IV

None of the net earnings of the Corporation shall inure to the benefit of any member. The objects of the Corporation are the betterment of the working conditions of peace officers, the improvement of service offered to the City of Huntington Park, and the development of a higher degree of efficiency as peace officers.

INSPECTION DATE 6/25

TNT FIREWORKS

SALES ASSOCIATE R. LEGASPI

CITY HUNTINGTON PARK

LOCATION# CSR2807 ORGANIZATION HP POLICE ASSOCIATION

SIZE 32X8X9 TYPE OPM BACK DOORS 1 A-FRAMES 2

SET-UP 6/25 DOWN DATE 7/5 LIGHTS OPM

ADDRESS 1925 GAGE

INTERSECTION

NWC GAGE & WILMINGTON (JUST WEST OF ALAMEDA

THOMAS GUIDE — COUNTY PAGE GRID

LA

674

G-6

SPECIAL INSTRUCTIONS

SET STAND FACING STREET. 7 ' North of planter
two parking stall west of driveway

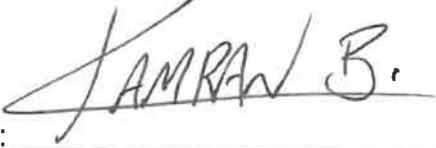


TO WHOM IT MAY CONCERN:

Permission is hereby granted to HP POLICE OFFICES and
American Promotional Events, Inc., D.B.A, TNT FIREWORKS for the exclusive
right to use the property located at 1925 E. GAGE in the
City of HUNTINGTON PARK, California, for their 2021 Fireworks Stand.

It is understood that this sale will be conducted in accordance with all City,
County, and State regulations.

**The Organization and/or AMERICAN PROMOTIONAL EVENTS, INC., agrees
to leave the premises clean and cleared of any and all debris.**

By: 

Print Name: KAM BIJARI

CSR2807



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Page 1 of 1

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Office of State Fire Marshal
2251 Harvard Street, Suite 400
Sacramento, CA 95815
(916) 568-2943

LICENSEE INFORMATION

Name (First, Last):	POLICE OFFICERS ASSOCIATION	Phone Number: (
Mailing Address (Street Address, City, CA, Zip):		
Local Contact Person and Phone Number (if different from Licensee above):		R. LeGaspi

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip):	1925 GAGE AVENUE, HUNTINGTON PARK, 90255
County of Stand Location:	LOS ANGELES

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name:	TNT FIREWORKS	License No.:
Contact Name:		Phone Number: (

FIRE AUTHORITY HAVING JURISDICTION

Fire Department:	Los Angeles County Fire Department
Physical Address (Street Address, City, CA, Zip):	1320 N. Eastern Ave, Los Angeles, CA 90063



Von Oster
Signature of Fire Authority Having
Jurisdiction

4-9-2021
Date

Ruth LeGaspi
Signature of Retail Booth Applicant

2/22/21
Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

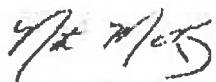
A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 22-00015160
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		Business License Number
Type of Business	FIREWORKS DISTRIBUTOR	Account Number
Business Location		License Stamp / Tag
Business Name	AMERICAN PROMOTIONAL EVENTS,	License Valid From
Owner Name	TROUT, TAD	License Expires
Mailing Address	555 N. GILBERT STREET FULLERTON CA 92833	Date Issued
		March 04, 2021

By



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid April 17, 2021 through July 4, 2021

LOGIN



ACCOUNT NUMBER _____

HP POLICE OFFICERS ASSOCIATION

Office of Control:
Cerritos Office

NOTICE TO PERMITTEE:
 You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
 For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

Stand Location: 1951 E. FLORENCE AVE

Name of Organization: HUNTINGTON PARK YOUTH FOOTBALL

Applicant: ANA COVARRUBIAS

Previous Year Gross Sale: 48,617.00

Previous Year Permit Fees Paid: \$407.00

Previous Year Permit Fees date of payment: 4/13/2019

CHECK LIST

Prior to submittal your application to Building Division of the Community Development Department, please verify all the required item, failure to submit a complete application may disqualify your organization from selling fireworks; submit documents in the order as shown on the check list.

1. Copy of liability insurance showing the organization and the City of Huntington Park as certificate holder
2. Proof of Non-Profit Status to be printed from the Franchise Tax Board web page
3. Site Plan of the location of proposed Fireworks Stand
4. Property Owner's signed permission slip
5. Copy of State Fire Marshal Retail Fireworks License
6. Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified

FOR OFFICE USE ONLY

Non Profit Status

Liability Insurance

Previous year permit fees

Fireworks Supplier Business License

Location - Planning Approval

Application Approved

Application Denied

Date of Decision



CITY OF HUNTINGTON PARK
APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than April 15th along with the application fee)

APPLICATION DATE:

Organization Name: HUNTINGTON PARK YOUTH FOOTBALL

Organization Address: _____

Permanent Meeting Place (If different from above): SALT LAKE PARK

Purpose of Organization: Veteran Patriotic Charitable Religious Civic Betterment

Number of Members who are residents of the City: 200

Date Organization Founded: 1962

Location of Proposed Firework's Stand: 1951 E. FLORENCE AVE

Owner of Property: _____

Fire Work Company Supplier: TNT FIREWORKS

State Fire Marshal's License Number: _____

Liability Insurance Number: _____

}

STATEMENT OF ACKNOWLEDGEMENT

Part 1 of this form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park and Part 2 must be signed by the fireworks provider

PART 1:

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization)
HUNTINGTON PARK YOUTH FOOTBALL _____ is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Title 4 Chapter 8 FIREWORKS <http://qcode.us/codes/huntingtonpark/>

ANA COVARRUBIAS PRESIDENT

Name & Title(if applicable)



Signature

Date: 4/13/2021

PART 2:

I RICHARD LEGASPI, am and employee of TNT FIREWORKS, our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

RICHARD LEGASPI AREA MANAGER

Name & Title(if applicable)



Signature

Date: 4/13/2021



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

11/2/2020

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

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

PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX0699	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Berkshire Hathaway Homestate Ins Co INSURER D: INSURER E: INSURER F:	NAIC # 10851 21199 20044

COVERAGES CERTIFICATE NUMBER: 12339457 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	SI8GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	Y N	UXP0056189-07	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	AMWC137851	11/1/2020	11/1/2021	X PER STATUTE OTH- E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 property located @ 1951 E. Florence, Huntington Park, Ca. (XXX0699) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12339457

Huntington Park Youth Football and the City of Huntington Park their officers, agents & employees when acting in their official capacities as such Huntington Park CA 90255

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Pop Warner Little Scholars, Inc.
586 Middletown Blvd. Suite C-100 • Langhorne • PA • 19047
Phone: 215-752-2691 • Fax: 215-752-2879
www.popwarner.com



May 3 2018

**RE: HUNTINGTON PARK YOUTH FOOTBALL & CHEER
ASSOCIATION**

To Whom It May Concern:

This will serve as confirmation that the above captioned organization is a subordinate member in good standing of Pop Warner Little Scholars, Inc.

Since Pop Warner is classified by the Internal Revenue Service as a 501 (c) (3) non-profit organization, our subordinates are considered non-profit, also. Pop Warner Little Scholars, Inc., the parent organization's Federal Tax Identification number is **13-1804000** Federal Group Tax Exemption number is **13-1804000**

If you require any further information, please feel free to contact our headquarters.

Our address is the following:

Pop Warner Little Scholars, Inc.

Telephone:
Fax:

Sincerely,

Jon Butler

Jon C. Butler
Executive Director

JCB/bsd



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/13/2021

ESL ID:

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name: POP WARNER LITTLE SCHOLARS, INC

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on [REDACTED] through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



**California Secretary of State
Electronic Filing**

FILED

**Secretary of State
State of California**

Corporation - Statement of Information

Entity Name: HUNTINGTON PARK YOUTH FOOTBALL
& CHEER ASSOCIATION,
INCORPORATED

Entity (File) Number:

File Date: 02/27/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID:

Detailed Filing Information

1. **Entity Name:** HUNTINGTON PARK YOUTH
FOOTBALL & CHEER ASSOCIATION,
INCORPORATED

2. **Business Addresses:**
a. **Street Address of Principal
Office in California:** 5924 Middleton St Unit 52
Huntington Park, California 90255
United States of America

b. **Mailing Address:** P.O. Box 3426
Huntington Park, California 90255
United States of America

3. **Officers:**
a. **Chief Executive Officer:**

b. **Secretary:**



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

_____ra

4. Agent for Service of Process:

_____3

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature:

_____a

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

INSPECTION DATE 6/25

TNT FIREWORKS

SALES ASSOCIATE R. LEGASPI CITY HUNTINGTON PARK
LOCATION# XXX0699 ORGANIZATION HP YOUTH FOOTBALL
SIZE 32X8X9 TYPE OPM BACK DOORS 0 A-FRAMES 1
SET-UP 6/24 DOWN DATE 7/6 LIGHTS OPM
ADDRESS 1951 E. FLORENCE AVE
INTERSECTION NWC FLORENCE & ALAMEDA
THOMAS GUIDE — COUNTY PAGE GRID
LA 674 H-7
SPECIAL INSTRUCTIONS
SET STAND FACING FLORENCE LEAVE ROOM IN
FRONT OF STAND FOR CUSTOMERS



PROPERTY PERMISSION FORM FOR CITY

TO WHOM IT MAY CONCERN:

Permission is hereby granted to Huntington Park Youth F&C, and
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS,
for the exclusive right to use the property located at **1951 E. FLORENCE AVE.**
in the City of **HUNTINGTON PARK** for their 2021 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,
County and State regulations, and the property left clean and free of debris.

ATREKO, INC.

By: (Sign) _____

DocuSigned by:

FE7DCE87234A44B...

Print Name: Khosrow zarabi

10/14/2019

Date: _____

Loc # **XXX0699**



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Page 1 of 1

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Office of State Fire Marshal
2251 Harvard Street, Suite 400
Sacramento, CA 95815
(916) 568-2943

LICENSEE INFORMATION

Name (First, Last):	HUNTINGTON PARK YOUTH FOOTBALL	Phone Number: (
Mailing Address (Street Address, City, CA, Zip):		
Local Contact Person and Phone Number (if different from Licensee above):		

R. LeGaspi

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip):	1951 E. FLORENCE AVE., HUNTINGTON PARK, 90255
County of Stand Location:	LOS ANGELES

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name:	TNT FIREWORKS	License No.:
Contact Name:		Phone Number: (

FIRE AUTHORITY HAVING JURISDICTION

Fire Department:	Los Angeles County Fire Department
Physical Address (Street Address, City, CA, Zip):	
1320 N. Eastern Ave, Los Angeles, CA 90063	



Von Carter
Signature of Fire Authority Having
Jurisdiction

3/26/2021
Date

Rick L. Gaspi
Signature of Retail Booth Applicant

2/22/21
Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

666777 0000699

For CAL FIRE DAD Use Only: Index-5942, PCA-59420, Source Code-125700-06

White-Licensee Yellow-Fire Authority Pink-SFM File

DPS 20 560150

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 22-00015160

DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE	BOFE NO	Business License Number
Type of Business	FIREWORKS DISTRIBUTOR	Account Number
Business Location		License Stamp / Tag
Business Name	AMERICAN PROMOTIONAL EVENTS,	License Valid From
Owner Name	TROUT, TAD	License Expires
Mailing Address	555 N. GILBERT STREET FULLERTON CA 92833	Date Issued
		March 04, 2021

By

TAD TROUT

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

LOGIN

TEMPORARY SELLER'S PERMIT

Valid April 17, 2021 through July 4, 2021

ACCOUNT NUMBER

HUNTINGTON PARK YOUTH FOOTBALL

Office of Control:
Cerritos Office

NOTICE TO PERMITTEE:
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CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

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- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

Stand Location: 6363 SANTA FE AVE
Name of Organization: PRAISE CHAPEL
Applicant: DANIAL MORENO
Previous Year Gross Sale: \$8,200.00
Previous Year Permit Fees Paid: \$407.00
Previous Year Permit Fees date of payment: 4/13/2019

CHECK LIST

Prior to submittal your application to Building Division of the Community Development Department, please verify all the required item, failure to submit a complete application may disqualify your organization from selling fireworks; submit documents in the order as shown on the check list.

1. **Copy of liability insurance showing the organization and the City of Huntington Park as certificate holder**
2. **Proof of Non-Profit Status to be printed from the Franchise Tax Board web page**
3. **Site Plan of the location of proposed Fireworks Stand**
4. **Property Owner's signed permission slip**
5. **Copy of State Fire Marshal Retail Fireworks License**
6. **Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified**

FOR OFFICE USE ONLY

Non Profit Status

Liability Insurance

Previous year permit fees

Fireworks Supplier Business License

Location - Planning Approval

Application Approved

Application Denied

Date of Decision



CITY OF HUNTINGTON PARK
APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than April 15th along with the application fee)

APPLICATION DATE:

Organization Name: PRAISE CHAPEL

Organization Address: _____

Permanent Meeting Place (If different from above): 3034 E. GAGE, HUNTINGTON PARK

Purpose of Organization: Veteran Patriotic Charitable Religious Civic Betterment

Number of Members who are residents of the City: 100

Date Organization Founded: 1976

Location of Proposed Firework's Stand: 6363 SANTA FE AVE

Owner of Property: _____

Fire Work Company Supplier: TNT FIREWORKS

State Fire Marshal's License Number: _____

Liability Insurance Number: _____

STATEMENT OF ACKNOWLEDGEMENT

Part 1 of this form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park and Part 2 must be signed by the fireworks provider

PART 1:

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization)
PRAISE CHAPEL is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Title 4 Chapter 8 FIREWORKS <http://gcode.us/codes/huntingtonpark/>

Danial Moreno Office Manager

Name & Title(if applicable)



Signature

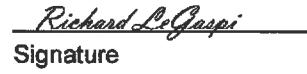
Date: 04/14/21

PART 2:

I Richard LeGaspi, am and employee of TNT Fireworks, our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

Richard LeGaspi Area Manager

Name & Title(if applicable)



Signature

Date: 04/14/21



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)
4/13/2021

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

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

PRODUCER		Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No.): E-MAIL: ADDRESS:	FAX (A/C. No.):
INSURED		1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX0897	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Everest Indemnity Insurance Company	10851	
		INSURER B: Arch Specialty Insurance Company	21199	
		INSURER C: Berkshire Hathaway Homestate Ins Co	20044	
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES		CERTIFICATE NUMBER: 12339422		REVISION NUMBER: XXXXXXX			
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.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	SI8GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	UXP0056189-07	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX	
B	<input checked="" type="checkbox"/> RETENTION \$ DED						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	AMWC137851	11/1/2020	11/1/2021	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. property located @ 6363 Santa Fe Ave., Huntington Park, CA. (XXX0897) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.							

CERTIFICATE HOLDER	CANCELLATION
--------------------	--------------

12339422 Praise Chapel and the City of Huntington Park their officers, agents & employees when acting in their official capacities as such 6550 Miles Ave. Huntington Park CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/13/2021

ESL ID:

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name: PRAISE CHAPEL CHRISTIAN FELLOWSHIP

1. The entity is in good standing with the Franchise Tax Board.

2. The entity is not in good standing with the Franchise Tax Board.

3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.

4. We do not have current information about the entity.

5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Internal Revenue Service
District Director.

Department of the Treasury

Date: JUL 28 1981

Employer Identification Number:

Accounting Period Ending:

December 31

Form 990 Required: Yes No

► Praise Chapel Fellowship
1433 E. 58th Street
Maywood, CA 90270

Person to Contact:

B. Brewer

Contact Telephone Number:

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(i) and 509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

I.C.

P.O. Box 2350, Los Angeles, Calif. 90053

(over)

Letter 947(DO) (5-77)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

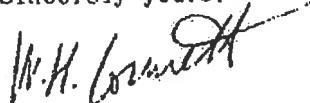
You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

INSPECTION DATE 6/25

TNT FIREWORKS

SALES ASSOCIATE LeGaspi

CITY Huntington Park

LOCATION# XXX0897

ORGANIZATION Praise chapel

SIZE 8X32

TYPE OPM

BACK DOORS

0

A-FRAMES 2

SET-UP

6/21

DOWN DATE

7/7

LIGHTS

OPM

ADDRESS

6363 Santa Fe Ave

INTERSECTION

NWC Gage & Santa Fe

THOMAS GUIDE — COUNTY

PAGE

GRID

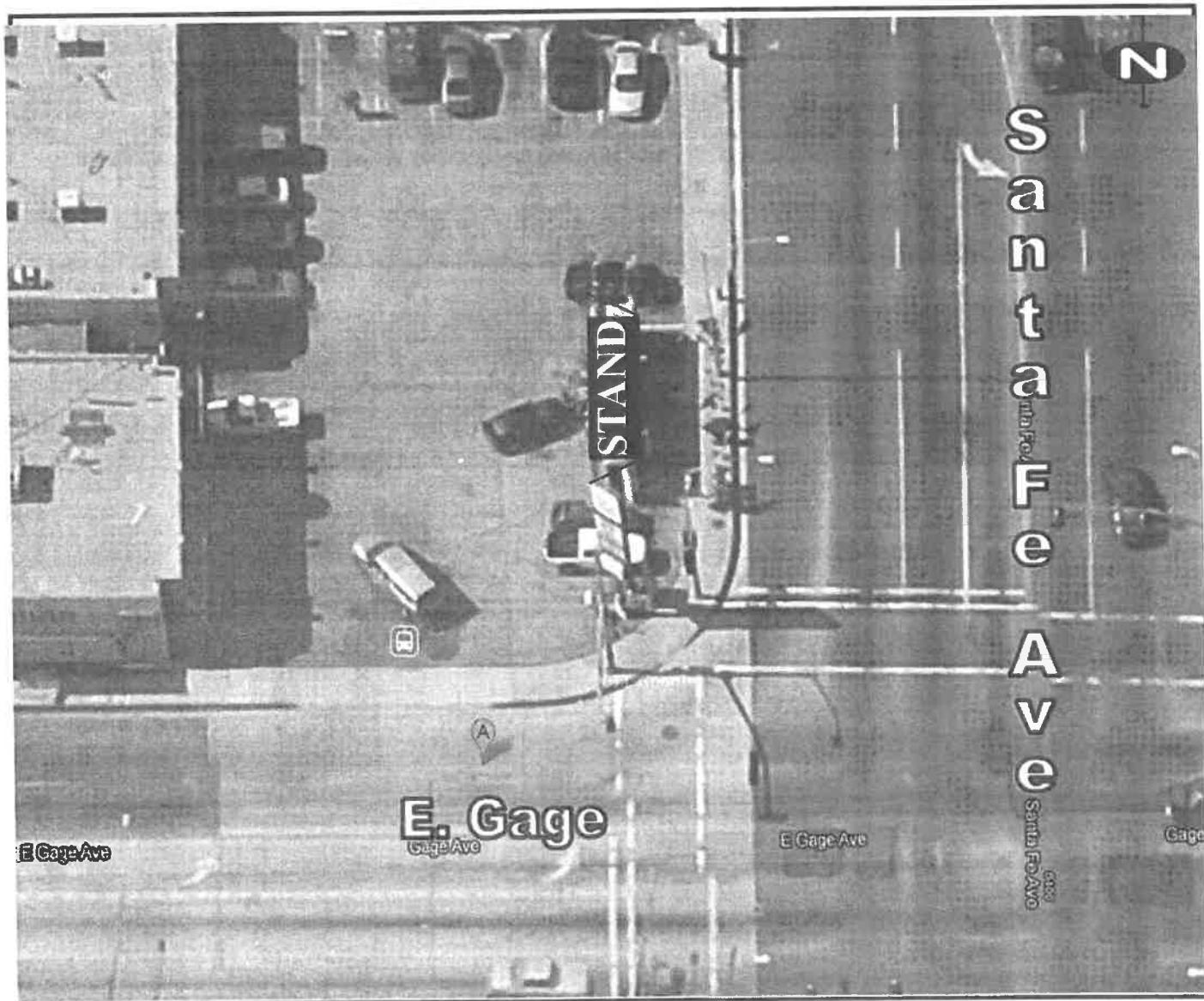
LA

674

H6

SPECIAL INSTRUCTIONS

Set stand on marks facing Santa Fe



PROPERTY PERMISSION FORM FOR CITY

TO WHOM IT MAY CONCERN:

Permission is hereby granted to PRAISE CHAPEL and

AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS,

for the exclusive right to use the property located at **6363 SANTA FE AVE**

in the City of **HUNTINGTON PARK** for their 2021 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

6363 SANTA FE, LLC

By: (Sign) Amil Diab

Print Name: Amil Diab

Date: 3-19-19

Loc # **XXX0897**



NOTICE OF CHANGE

STATE OF CALIFORNIA
OFFICE OF THE STATE FIRE MARSHAL
2251 HARVARD ST
SACRAMENTO, CA 95815
(916) 445-8373

RETAIL FIREWORKS LICENSE
NUMBER _____

CHANGE FROM: PRAISE CHAPEL _____

3085 E. GAGE _____

HUNTINGTON PARK, CA _____

CHANGE TO: PRAISE CHAPEL _____

6363 SANTA FE AVE. _____

HUNTINGTON PARK, CA _____

DATE: 04/13/2021 _____

COMMENTS: LOCATION CHANGE _____

COUNTY: LOS ANGELES _____

CC: LOS ANGELES COUNTY FIRE DEPARTMENT _____



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Page 1 of 1

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Office of State Fire Marshal
2251 Harvard Street, Suite 400
Sacramento, CA 95815
(916) 568-2943

LICENSEE INFORMATION

Name (First, Last): PRAISE CHAPEL	Phone Number: (
Mailing Address (Street Address, City, CA, Zip): 383	
Local Contact Person and Phone Number (if different from Licensee above): R. LeGaspi	

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip): 6363 SANTA FE AVE.	
County of Stand Location: LOS ANGELES	

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name: TNT FIREWORKS	License No.:
Contact Name:	Phone Number: (

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Department
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA 90063



[Signature]
Signature of Fire Authority Having
Jurisdiction

3-25-2021
Date

[Signature]
Signature of Retail Booth Applicant

2/22/21
Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

1835101 1000682

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code-125700-06

White-Licensee Yellow-Fire Authority Pink-SFM File

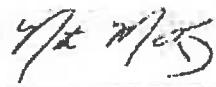
OSP 20 560150

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 22-00015160
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		Business License Number
Type of Business	FIREWORKS DISTRIBUTOR	Account Number
Business Location		License Stamp / Tag
Business Name	AMERICAN PROMOTIONAL EVENTS,	License Valid From
Owner Name	TROUT, TAD	License Expires
Mailing Address	555 N. GILBERT STREET FULLERTON CA 92833	Date Issued
		March 04, 2021

By



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid April 17, 2021 through July 4, 2021

LOGIN



ACCOUNT NUMBER

PRAISE CHAPEL CHURCH
 DANIAL MORENO
 6363 SANTA FE AVE
 HUNTINGTON PARK CA 90255-3805

Office of Control:
 Cerritos Office

NOTICE TO PERMITTEE:
 You are required to obey all
 Federal and State laws that
 regulate or control your
 business. This permit does
 not allow you to do
 otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE
 PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
 For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

Stand Location: 2911 E. FLORENCE

Name of Organization: SOUTHEAST WOMENS ORGANIZATION

Applicant: MARISOL CAMELO

Previous Year Gross Sale: \$43,443.00

Previous Year Permit Fees Paid: \$407.00

Previous Year Permit Fees date of payment: 4/13/2019

CHECK LIST

Prior to submittal your application to Building Division of the Community Development Department, please verify all the required item, failure to submit a complete application may disqualify your organization from selling fireworks; submit documents in the order as shown on the check list.

1. Copy of liability insurance showing the organization and the City of Huntington Park as certificate holder
2. Proof of Non-Profit Status to be printed from the Franchise Tax Board web page
3. Site Plan of the location of proposed Fireworks Stand
4. Property Owner's signed permission slip
5. Copy of State Fire Marshal Retail Fireworks License
6. Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified

FOR OFFICE USE ONLY

Non Profit Status

Liability Insurance

Previous year permit fees

Fireworks Supplier Business License

Location - Planning Approval

Application Approved

Application Denied

Date of Decision



CITY OF HUNTINGTON PARK
APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than April 15th along with the application fee)

APPLICATION DATE:

Organization Name: **SOUTHEAST WOMENS ORGANIZATION**

Organization Address:

Permanent Meeting Place (If different from above): **SAME**

Purpose of Organization: Veteran Patriotic Charitable Religious Civic Betterment

Number of Members who are residents of the City: **35**

Date Organization Founded: **2010**

Location of Proposed Firework's Stand: **2911 E. FLORENCE**

Owner of Property: **LAS PALMAS CENTER INC.**

Fire Work Company Supplier: **TNT FIREWORKS**

State Fire Marshal's License Number:

Liability Insurance Number:

STATEMENT OF ACKNOWLEDGEMENT

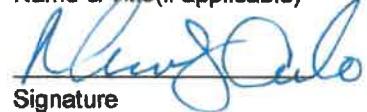
Part 1 of this form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park and Part 2 must be signed by the fireworks provider

PART 1:

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization)
SOUTHEAST WOMENS ORGANIZATION is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Title 4 Chapter 8 FIREWORKS <http://qcode.us/codes/huntingtonpark/>

MARISOL CAMELO DIRECTOR

Name & Title(if applicable)



Signature

Date: 4-14-21

PART 2:

I Richard LeGaspi, am and employee of TNT Fireworks, our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

Richard LeGaspi Area Manager

Name & Title(if applicable)



Signature

Date: 4/13/21



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)

11/2/2020

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

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PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

INSURED 1359665 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
BBB0118

CONTACT
NAME: _____
PHONE (A/C No. Ex): _____
E-MAIL: _____
ADDRESS: _____
FAX (A/C No.): _____

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Company	10851
INSURER B: Arch Specialty Insurance Company	21199
INSURER C: Berkshire Hathaway Homestate Ins Co	20044
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12341187 REVISION NUMBER: XXXXXXX

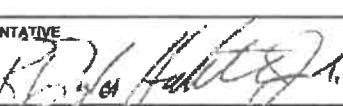
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	S18GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ex accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	Y N	UXP0056189-07	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AMWC137851	11/1/2020 11/1/2021	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 property located @ 2911 E. Florence Ave., Huntington Park, CA. (BBB0118) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

12341187 Southeast Women's Org and the City of Huntington Park their officers, agents and employees when acting in their official capacities as such 6550 Miles Ave. Huntington Park CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 11 2010

THE SOUTHEAST WOMENS ORGANIZATION
7703 PACIFIC BLVD 5
WALNUT PARK, CA 90255

Employer Identification Number: XXXXXXXXXX

DLN: XXXXXXXXXX

Contact Person: JOAN C KISER

Contact Telephone Number:

Accounting Period Ending:

December 31

Public Charity Status:

Form 990 Required:

Yes

Effective Date of Exemption:

January 6, 2010

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

THE SOUTHEAST WOMENS ORGANIZATION

sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/13/2021

ESL

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name: THE SOUTHEAST WOMEN'S ORGANIZATION

1. The entity is in good standing with the Franchise Tax Board.

2. The entity is **not** in good standing with the Franchise Tax Board.

3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701.

4. We do not have current information about the entity.

5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



**State of California
Secretary of State**

N

Statement of Information

(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

**Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

G851636

FILED

**In the office of the Secretary of State
of the State of California**

AUG-07 2019

1. CORPORATE NAME

THE SOUTHEAST WOMEN'S ORGANIZATION

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
---	------	-------	----------

4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
---------------------------------------	------	-------	----------

MARIA SOLEDAD CAMELO

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
-----------------------------	---------	------	-------	----------

6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
--------------	---------	------	-------	----------

7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
-----------------------------	---------	------	-------	----------

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
---	------	-------	----------

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

08/07/2019

MARIA SOLEDAD CAMELO

PRESIDENT / CEO

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 01/2016)

APPROVED BY SECRETARY OF STATE

INSPECTION DATE 6/25

TNT FIREWORKS

SALES ASSOCIATE R. LEGASPI

CITY HUNTINGTON PARK

LOCATION# BBB0118 ORGANIZATION SOUTHEAST WOMEN ORG

SIZE 24X8 TYPE NN BACK DOORS 0 A-FRAMES 1

SET-UP 6/24 DOWN DATE 7/5 LIGHTS MCGILLS

ADDRESS 2911 E. FLORENCE

INTERSECTION

NEC FLORENCE & MOUNTAIN VIEW

THOMAS GUIDE — COUNTY PAGE GRID

SPECIAL INSTRUCTIONS LA 675 A-7

FACE STAND TO STORES SET CLOSE TO CORNER



PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to Southeast Womans Organization NON PROFIT ORGANIZATION TBD and AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS, for the exclusive right to use the property located at **2901-2931 E FLORENCE AVE** in the City of **HUNTINGTON PARK** for their 2021 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City, County and State regulations, and the property left clean and free of debris.

LAS PALMAS CENTER, INC

By: (Sign) E. Las Donay
Print Name: E. Las Donay, Manager
Date: 12/10/2020

Loc # **BBB0118**



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Page 1 of 1

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Office of State Fire Marshal
2251 Harvard Street, Suite 400
Sacramento, CA 95815
(916) 568-2943

LICENSEE INFORMATION

Name (First, Last): SOUTHEAST WOMEN'S ORGANIZATION	Phone Number: (
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above): R. LeGaspi	

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip): 2911 E. FLORENCE, HUNTINGTON PARK, 90255
County of Stand Location: LOS ANGELES

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name: TNT FIREWORKS	License No.:
Contact Name:	Phone Number: (

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Department
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA 90063



Vern Costa
Signature of Fire Authority Having
Jurisdiction

3-25-2021
Date

R. LeGaspi
Signature of Retail Booth Applicant

2/25/21
Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

2425496 8880118

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code-125700-06

White-Licensee Yellow-Fire Authority Pink-SFM File

DPS 20 560150

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 22-00015160
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE	BOFE NO	Business License Number
Type of Business	FIREWORKS DISTRIBUTOR	Account Number
Business Location		License Stamp / Tag
Business Name	AMERICAN PROMOTIONAL EVENTS,	License Valid From
Owner Name	TROUT, TAD	License Expires
Mailing Address	555 N. GILBERT STREET FULLERTON CA 92833	Date Issued
		March 04, 2021

By



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid April 17, 2021 through July 4, 2021

LOGIN



ACCOUNT NUMBER

SOUTHEAST WOMENS ORGANIZATION

HUNTINGTON PARK CA 90255-5825

Office of Control:
Cerritos Office

NOTICE TO PERMITTEE:
 You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
 For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

ITEM NO. 8



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

June 1, 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:

AUTHORIZATION TO RENEW AGREEMENT WITH THE CITY OF VERNON FOR INMATE HOUSING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of agreement with the City of Vernon for Inmate Housing Services; and
2. Authorize the City Manager to negotiate and execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park and the City of Vernon first entered into a written agreement on June 25, 2012, under which the City of Huntington Park Police Department (HPPD) provides for the City of Vernon Police Department (VPD) booking and jail housing services for pre-arraignement arrestees. The current agreement expires June 30, 2021

The HPPD operates a 32-bed jail facility. The jail is staffed with five full-time jailers and is in operation 24 hours a day, 7 days per week. Given that the average daily combined HPPD and VPD inmate population in the jail is approximately 5 inmates, the existing service to VPD has not affected jail bed capacity for HPPD inmate housing. Furthermore, the relationship between HPPD and VPD pertaining to this service has been a positive and productive one.

Therefore, it is recommended that the City Council approve renewal of the agreement for a period of three years, through June 30, 2024.

**AUTHORIZATION TO RENEW AGREEMENT WITH THE CITY OF VERNON FOR
INMATE HOUSING**

June 1, 2021

Page 2 of 2

FISCAL IMPACT / FINANCING

There is no negative fiscal impact to the City of Huntington Park. This is a revenue generating agreement. The City of Vernon pays the City of Huntington Park pre-designated fees for booking and housing of VPD arrestees, as set forth in the agreement. Due to increased cost of jail staff salaries, inmate meals, jail supplies, jail maintenance, etc., increased fees to the City of Vernon are reflected in the new agreement.

The recommended fee increases are as follows:

Annual Percentage Increase	
July 1, 2021	3%
July 1, 2022	3%
July 1, 2023	3%

Current Booking Fees	
Felony Booking	\$209.74
Misdemeanor Booking	\$134.09
Juvenile Booking	\$62.83

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Please reference the attached agreement for legal and procedural considerations associated with the renewal of this agreement.

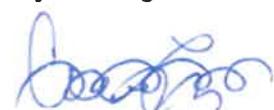
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

A. Agreement for Inmate Housing

ATTACHMENT A

**HUNTINGTON PARK POLICE DEPARTMENT
JAIL DIVISION
AGREEMENT FOR INMATE HOUSING**

THIS INMATE HOUSING AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THIS 1st OF JUNE 2021 BY AND BETWEEN THE CITY OF HUNTINGTON PARK ("Huntington Park") AND THE CITY OF VERNON ("Vernon" or the "Arresting Agency") FOR HOUSING OF PRE-ARRAIGNMENT ARRESTEES.

A. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2021 and shall continue through June 30, 2024 or until terminated pursuant to the terms of this Agreement. Nothing in this Agreement shall be construed to require the Arresting Agency to house inmates in the Huntington Park Police Department Jail facility ("Huntington Park City Jail" or "the Jail").

B. FEES

The Huntington Park Police Department ("HPPD") agrees to house pre-arrangement arrestees of the City of Vernon Police Department ("VPD") in the Huntington Park City Jail for a prisoner housing fee. The housing fee and percentage increase is as follows:

- July 1, 2021 3%
- July 1, 2022 3%
- July 1, 2023 3%

1. **Felony Bookings**: The cost for felony arrestees is \$209.74 per booking for a maximum of 72 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, meals, phone calls and DNA sampling.
 - Note: An additional cost of \$72.63 may be applied should there be a need to house an arrestee for an additional day beyond the 72 hours.
2. **Misdemeanor Bookings**: The cost for misdemeanor arrestees is \$134.09 per booking for a maximum of 48 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, phone calls and meals.
3. **Juvenile Detainments**: The cost for processing juveniles is \$62.83. The cost does not include visual monitoring or transportation. The Arresting Agency will be required to monitor juveniles until released to the designated Juvenile Hall Facility or released to parents and/or legal guardian. The Arresting Agency shall transport juveniles to Juvenile Hall or other facility when required.

While the above fees per booking take into account the majority of related jail services costs, it does not include any fees that may be applied directly by the Los Angeles County Sheriff's Department should there be a need to transfer an arrestee to the L.A. County Jail for booking and housing. The Arresting Agency will be responsible for

transporting the arrestee to L.A. County Jail and paying the associated fees if the need arises and subject to the terms of this Agreement.

The fees set forth shall be adjusted annually on July 1 of each year in accordance with the increase in the Consumer Price Index, without any further action by Vernon or Huntington Park. For purposes of this Agreement, "Consumer Price Index" means the revised consumer price index for All Urban Consumers, Los Angeles-Long Beach-Anaheim, 1967 = 100, as prepared by the Bureau of Labor Statistics of the United States Department of Labor, or if any such agency shall cease to prepare such an index, then any comparable index covering the Los Angeles and Orange County areas prepared by any other federal or state agency that is approved by the Huntington Park City Council.

C. BILLING AND PAYMENT

HPPD will invoice VPD on a monthly basis for jail services rendered. The invoice will be sent to City of Vernon accounts payable department on or about the 1st of every month. Payment to Huntington Park is due within 60 days after receipt of invoice and shall be mailed to the City of Huntington Park Finance Department at the address in Section G.1 below.

The invoice prepared by HPPD shall at minimum include the following information regarding every prisoner arrested by the Arresting Agency in the previous month:

1. Date and time of booking
2. Date and time of release
3. Name of arrestee
4. Booking number
5. Charge and felony or misdemeanor designation
6. Juvenile Detainments
7. Fee for booking and housing
8. Any additional fees

D. TERMINATION

1. By Either Party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, the Arresting Agency agrees to remove its inmates from the Huntington Park City Jail.
2. By the Arresting Agency due to lack of funding. The obligation of the Arresting Agency to pay Huntington Park under the provisions of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation or budgeting of sufficient funds by the Arresting Agency. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the Arresting Agency shall have the option of terminating the Agreement upon written notice to Huntington Park, except that all services provided to that point shall be compensated

at the agreed rate(s).

3. Termination by Breach. In the event the Arresting Agency breaches or fails to perform or observe any of the terms or conditions of this Agreement, and fails to cure such breach or default within five (5) days of receiving written notice of said breach or default, or if said breach or default cannot be cured within a reasonable period, Huntington Park may terminate this Agreement in addition to and not in limitation of any other remedy available to Huntington Park at law or in equity, and the failure of Huntington Park to exercise such right shall not be construed as a waiver for any reason, except as subject to any applicable statute of limitations or similar law.
4. In the event of termination of this Agreement for any reason, the Arresting Agency shall compensate Huntington Park in the same manner and at the same rate(s) described herein for inmates then housed at the Huntington Park City Jail after notice of such termination until the Arresting Agency retakes its inmates.

E. RULES FOR INMATE HOUSING.

Acceptance and housing of the prisoners at the Huntington Park City Jail are subject to the following rules:

1. HPPD and the Huntington Park City Jail agree to accept and provide for the secure custody, care, and safekeeping of medium or low risk arrestees as determined by pre- booking classification procedures of the Jail. 25% of maximum capacity bed space is guaranteed for VPD at any given time. HPPD has the right to reject any arrestee who, in the good faith opinion of the HPPD Watch Commander, requires special handling or presents a high risk, including risk of flight or of injury to the arrestee or others. The decision to accept or reject the arrestee is that of the HPPD Watch Commander.
2. The decision to accept an arrestee will be based on the following criteria:
 - a. The arrestee must not have any serious physical, mental or emotional medical problem that require; (i) a physician's immediate attention or monitoring; or (ii) prescription medications which the arrestee does not already possess on his/her person when booked.
3. The transporting officers shall enter the Huntington Park City Jail from the established jail facility entrance and shall:
 - a. Inform the Jailer of any known medical problems or need for medication(s) associated with the arrestee.
 - b. Obtain medical booking clearance of any arrestee when required by the HPPD Watch Commander.

- c. Conduct a complete and thorough booking search of the arrestee and provide all necessary booking information to the Jailer.
- 4. The Arresting Agency is responsible for arranging all Probable Cause Declaration hearings, and a copy of the approved declaration must be provided to the Huntington Park City Jail. The Arresting Agency shall be responsible for transporting the arrestee to the designated court for arraignment. The Arresting Agency shall inform the Jailer of the date and time an arrestee is to be prepared for court pick-up by the Arresting Agency, and the Jailer shall prepare the arrestee for pick up accordingly.
- 5. The Arresting Agency is responsible for transporting females booked on felony charges, held on warrant(s), parole hold, or any other legally authorized hold, to the appropriate L.A. County Sheriff Jail Facility within 2 hours of being notified that the female is ready for transport. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander.
- 6. If any serious medical, mental or behavioral problems arise while the arrestee is in custody of the Huntington Park City Jail, and the HPPD Watch Commander determines in good faith that the Jail does not have the resources to handle the arrestee or that the arrestee presents a significant flight risk or high risk of injury to himself/herself or others, the Arresting Agency will be notified and shall send transporting officers within two hours to transport the arrestee to another facility. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander. If transporting officers are not available from the Arresting Agency, the Arresting Agency will be charged for the transportation costs by HPPD personnel to an appropriate Los Angeles County-operated facility at the rate of \$82.27 per hour.
- 7. In an emergency in which immediate medical attention is needed due to an arrestee's pre-existing condition of which the Arresting Agency had notice prior to booking at the Jail, the designated Fire Department will be notified and the cost of paramedic response will be charged to the Arresting Agency. Under the preceding circumstances, the Arresting Agency will be notified if paramedics are called and the arrestee is transported to the Los Angeles County Jail Medical Ward or some other appropriate medical facility. All costs for medical treatment of such arrestees shall be borne by the Arresting Agency. Notwithstanding anything to the contrary, however, if the cause of the arrestee's emergency transportation to a medical facility and subsequent hospitalization and treatment is: (i) a pre-existing medical condition of which the Arresting Agency was unaware at the time of booking; (ii) a post-booking accident that occurs on the Jail's grounds, whether or not the arrestee may have been contributorily negligent; (iii) assaults by other local prisoners; or (iv) any other reason similar to the foregoing, then all transportation and medical costs shall be the responsibility of Huntington Park. To be clear, in such an event, Huntington Park shall bear all costs for paramedic response, transportation to a medical facility, and medical treatment of the arrestee. Disposition responsibility of

arrestees, if hospitalized, rests with the Arresting Agency, and the Arresting Agency shall bear the transportation and medical costs of any required follow-up treatment.

8. Investigating officers from the Arresting Agency will be allowed access to the arrestee by calling the Huntington Park City Jail prior to arrival. They shall comply with all regulations of the Jail.
9. Visitors are restricted to the arrestee's attorney, bail bonds personnel, individuals presenting cash bail, or other persons authorized by the Arresting Agency with the concurrence of the HPPD Watch Commander and in accordance with Huntington Park City Jail policy.
10. Transportation to courts is the responsibility of the Arresting Agency. Those cases which require a filing by the District Attorney will be the responsibility of the Arresting Agency. Verbal dispositions will not be accepted.
11. HPPD may refuse to release VPD inmates or prisoners on a citation, or under the provision of PC 849(b)(1) for any alleged violation of law involving either crimes against another person or weapons. Inmates arrested for such charges may need to be picked up and transported back to the Arresting Agency for release. Should the Arresting Agency fail to pick up an arrestee, HPPD will transport the arrestee(s) to the Arresting Agency for release. Such transportation will be invoiced to Vernon at the rate of \$82.27 per hour, on a one-hour minimum basis.
12. All testing of blood, breath, or urine shall be the responsibility of the Arresting Agency. The Arresting Agency shall be responsible for the preparation and delivery of all court document packages.
13. The Arresting Agency shall reimburse to Huntington Park any reasonable costs associated with the court appearance of a member of HPPD regarding an arrestee of the Arresting Agency.
14. The arresting VPD officer shall remove all personal property from an arrestee as required by established Jail procedure. The HPPD Jailer will secure the arrestee's personal property in accordance with established Jail procedure.

Bulky items such as bicycles, large backpacks, large purses, etc., and money in excess of \$400.00 will not be secured or held by HPPD or by any employee of Huntington Park; the Arresting Agency shall be solely responsible for securing bulky items and/or money in excess of \$400.00.

The arrestee's personal property in the custody of the Huntington Park City Jail will be released to a VPD officer when the arrestee is transferred from the Jail, or the property will be returned to the arrestee when the arrestee is released from custody from the Jail.

15. Any contraband found on an arrestee after the arrestee has been booked shall be the responsibility of the Arresting Agency. HPPD will temporarily hold the contraband until it is picked up by VPD.
16. VPD shall pick up and retain all original booking slips and associated paperwork for each arrestee. HPPD will not maintain any original records or copies of records of VPD arrestees.
17. Death of an Inmate While in Huntington Park's Custody.
 - a. In the event of the death of an Arresting Agency's inmate while in HPPD's physical custody, Huntington Park shall notify the County Coroner or appropriate agency. The Arresting Agency shall receive copies of any records made at the time of or in connection with such notification.
 - b. Huntington Park shall immediately notify the Arresting Agency of the death of an Arresting Agency's inmate, furnish information as requested, and follow the instructions of the Arresting Agency with regard to the disposition of the remains. In the case of an unattended death, suspicious death, or criminal case, the County Coroner or appropriate agency will have authority over the deceased, and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate.

F. INDEMNIFICATION; HOLD HARMLESS.

The Arresting Agency shall defend, indemnify, and hold harmless Huntington Park, its officers, and employees, from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by the Arresting Agency, its officers, and employees relating to its detention, arrest, transportation of arrestees, or other activities, duties, or obligations under this Agreement. Huntington Park shall defend, indemnify, and hold harmless the Arresting Agency, its officers, and employees from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by Huntington Park, its officers, and employees relating to its activities, duties, or obligations under this Agreement.

In the event the acts or omissions of the elected or appointed officials, officers, employees or agents of both the Arresting Agency and Huntington Park in connection with or incidental to the performance or non-performance of the Arresting Agency's or Huntington Park's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Arresting Agency and Huntington Park shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and shall bear their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The provisions of this section shall survive any termination or expiration of this Agreement.

G. GENERAL PROVISIONS.

1. Notices.

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Huntington Park:	Chief of Police City of Huntington Park 6542 Miles Avenue Huntington Park, CA 90255
--------------------------	--

With Copy to:	City Manager City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255
---------------	---

Arresting Agency:	City Clerk City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058
-------------------	--

2. Insurance.

The Arresting Agency and Huntington Park shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

3. Assignment.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part without the prior express written consent of both parties.

4. Waiver.

The failure of either party to this Agreement to insist upon strict performance of any term or condition hereto, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

5. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

6. Governing Law.

This Agreement is made, entered into, executed and is performed in the City of Huntington Park, located in Los Angeles County, California, and shall be governed by the laws of California without regard to its conflict of interest laws. Any action filed in any court or for arbitration for interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in a state or federal court or before an appropriate tribunal in Los Angeles County, California, and the parties hereby consent to personal jurisdiction therein.

7. Independent Contractor

For purposes of this Agreement, Huntington Park and the Arresting Agency are, as to each other, independent contractors and not an official, officer, employee or agent of the other. Neither party shall, at any time or in any manner, represent that it or any of its officials, officers, employees or agents are employees of the other. All personnel to be utilized by the Arresting Agency in the performance of this Agreement shall be employees of the Arresting Agency and not employees of Huntington Park, and vice versa. Each party shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating only to their own respective employees and shall be responsible for all applicable withholding taxes.

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth in this Agreement.

8. Entire Agreement

This Agreement constitutes the entire integrated Agreement between Huntington Park and the Arresting Agency and supersedes all prior negotiations, representations or agreements, oral or written.

9. Modification of this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved in writing by the parties hereto. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. Force Majeure

Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without further obligation of either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY
CITY OF HUNTINGTON
PARK

Ricardo Reyes, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-
Glassman
City Attorney

ARRESTING AGENCY
CITY OF VERNON

Carlos R. Fandino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ITEM NO. 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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:

**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. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-10 accepting the 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; and
3. Direct staff to record all documents associated with the dedication.

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 complies with the requirements of the Huntington Park Municipal Code (HPCM). 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.

At the April 20, 2021 City Council meeting, the City Council authorized setting the public hearing. The requirement to dedicate complies 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

**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**

June 1, 2021

Page 2 of 3

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.

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

On March 20, 2019, the Planning Commission made a finding that the proposed acceptance of the dedication of real property would conform to the provisions of the City's General Plan and recommended acceptance of the land. Public Hearing was also noticed on April 29, 2021 in a local newspaper of general circulation in compliance with all applicable rules and regulations.

The offer of dedication conforms with the State of California Government Code - Section 7050: Chapter 12.7. Dedication of Real Property for Public Purposes. By City Council consent, an irrevocable offer of dedication of real property for any public purpose, including, but not limited to, streets, highways, paths, alleys, including access rights and abutter's rights, drainage, open space, public utility or other public easements, parks, or other public places, may be made pursuant to this section.

The offer of dedication conforms with the Government Code Title 7 Planning and Land Use [65000 - 66499.58], Division 2. Subdivisions [66410 - 66499.38], Chapter 4. Requirements [66473 – 66498].

Attachment 2 shall be recorded in the County of Los Angeles Recorder's Office and shall be irrevocable and may be accepted at any time by the City Council.

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. City Staff determined that the acceptance of dedication of the Public Right-of-Way Property is covered by the general rule, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)), that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and City Staff found that there is no possible significant effect directly related to the dedication.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this approval. There will be no physical changes related to the dedication, and the public improvements within the property are in place

**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**

June 1, 2021

Page 3 of 3

and will continue to be maintained by 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. Resolution 2021-10
- B. Grant Deed - Exhibit "A" Legal Description and "B" Plat Map

ATTACHMENT A

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, ACCEPTING 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 AND FINDING THE DEDICATION EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT

WHEREAS, the commercial development located at 6241 Maywood Avenue was conditioned to dedicate seventeen-feet (17') on Maywood Avenue affecting parcels 6318-007-012 AND 6318-007-004; and

WHEREAS, the property owner has made an irrevocable offer to dedicate a portion of that property to the City, by executing the recordable documents and incorporated by this reference, which dedication will provide a consistent right-of-way along Maywood Avenue; and

WHEREAS, the property owner has consented to dedicate 3,400 square feet along the frontage of the area in front of the existing property as described and depicted in Exhibits A & B (the "Public Right-of-Way Property"); and

WHEREAS, the acceptance of dedication of the Public Right-of-Way Property as a public street at this time is necessary to the public interest and convenience; and

WHEREAS, on March 20, 2019, the Planning Commission found that the acceptance of the dedication of the Public Right-of-Way Property as discussed in the Staff Report is in conformity with the City of Huntington Park General Plan; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City Staff determined that the acceptance of dedication of the Public Right-of-Way Property is covered by the general rule, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)), that CEQA applies only to projects which have the potential for causing

1 a significant effect on the environment, and City Staff found that there is no possible
2 significant effect directly related to the dedication.

3 **NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE**
4 **CITY OF HUNTINGTON PARK AS FOLLOWS:**

5 **SECTION 1.** The City Council finds that all of the facts set forth in the Recitals of
6 this Resolution are true and correct.

7 **SECTION 2.** The City Council has reviewed the dedication and based upon the
8 whole record before it, in the exercise of its independent judgment and analysis,
9 concurs that City staff has correctly concluded that it can be seen with certainty that
10 there is no possibility the dedication may have a significant effect on the environment,
11 because acceptance of the dedication will not in and of itself cause any change in the
12 environment, and therefore no further action is required under CEQA.

13 **SECTION 3.** In accordance with the provisions of Government Code Section
14 7050, the City of Huntington Park hereby accepts the Irrevocable Offer of Dedication of
15 the Public Right-of-Way Property.

16 **SECTION 4.** The City Clerk is hereby authorized and directed to record such
17 documents as are necessary to evidence this acceptance of the dedication of the Public
18 Right-of-Way Property.

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1 **PASSED, APPROVED, AND ADOPTED** this 1st day of June 2021.

2

3 **CERTIFICATION**

4 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly
5 and regularly adopted by the City's governing board at the meeting thereof held on this
6 1st day of June 2021.

7

8

9

10 Graciela Ortiz, Mayor

11 Ayes: _____

12 Noes: _____

13 Abstained: _____

14 Absent: _____

15

16 ATTEST:

17

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20 _____
21 Sergio Infanzon

22 Acting City Clerk

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ATTACHMENT B

RECORDING REQUESTED BY

City of Huntington Park

AND WHEN RECORDED MAIL TO

CITY CLERK
CITY OF HUNTINGTON PARK
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. 6318-007-012 AND 6318-007-004

DOCUMENT TRANSFER TAX \$ None

City of Huntington Park

Signature of declarant or agent determining tax - Firm name

**GRANT DEED
FOR STREET DEDICATION**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned,

Owner(s):

JSF Madison Avenue CMPI, LLC

By: JSF Management, LLC

Its: Manager

By: Johnson Development Associates, Inc.

Its: Sole Member

Signature

Date

do(es) hereby grant to the **CITY OF HUNTINGTON PARK**, a municipal corporation, of the State of California, its successors or assigns, a street dedication, and the right to use for PUBLIC RIGHT-OF-WAY purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Huntington Park, County of Los Angeles, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

PARCEL "A":

THAT CERTAIN REAL PROPERTY IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOTS 829 AND 830 OF TRACT NO. 3398, IN THE 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.

This irrevocable offer to dedicate is made pursuant to and subject to all of the provisions of HPMC Section 10-13.105 Streets and Highways Right-of-Way and Roadway Widths and shall continue in full force and effect until the City accepts or rejects such an offer, or until one year from the date shown on the face of this instrument, whichever occurs first. RESERVING, however, unto the undersigned, their heirs, successors and assigns any and all present lawful uses of said land except the erection or construction of buildings seventeen (17') foot wide strip of land along the Maywood Avenue frontage herein described in EXHIBIT A and as show on EXHIBIT B hereon, until such time as the City Engineer of the City of Hunting Park gives written notice that said land will be improved for public street purposes, and it is also hereby

understood and agreed by the undersigned, their heirs, successors and assigns, that any improvements hereinafter placed by them in or upon the above-described property shall be removed without cost or expense to the City of Huntington Park. Until such notice is given by the City Engineer, the undersigned, and their heirs, successors or assigns agree to assume full responsibility for and to hold the City and its officers, agents and employees harmless from any and all responsibility or liability for any injury or damage to any person or property on said land or arising out of its use or occupancy by them. It is also hereby understood that all work to be done in or upon the above-described property shall be done under a permit and done in accordance with plans to be furnished by the Principal and approved by the City Engineer of the City of Huntington Park.

If the irrevocable offer to dedicate is rejected by the City, or not processed for acceptance within the said one-year period referred to in the preceding paragraph, the City of Huntington Park shall issue a release from such offer which shall be recorded in the office of the County Recorder of Los Angeles County.

The dedication of the land described hereinbefore for public street or highway purposes shall be deemed to be completed upon acceptance of the offer to dedicate by the City of Huntington Park, and shall thereby become a part of the public street and highway system of The City of Huntington Park.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND PLAT MAP EXHIBIT "B", ATTACHED HERETO AND THIS REFERENCE MADE A PART HEREOF.

OWNER'S SIGNATURE MUST BE NOTARIZED
(CALIFORNIA ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On _____ before me, (here insert name and title of the officer), personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (THIS AREA FOR OFFICIAL NOTARIAL SEAL)

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.

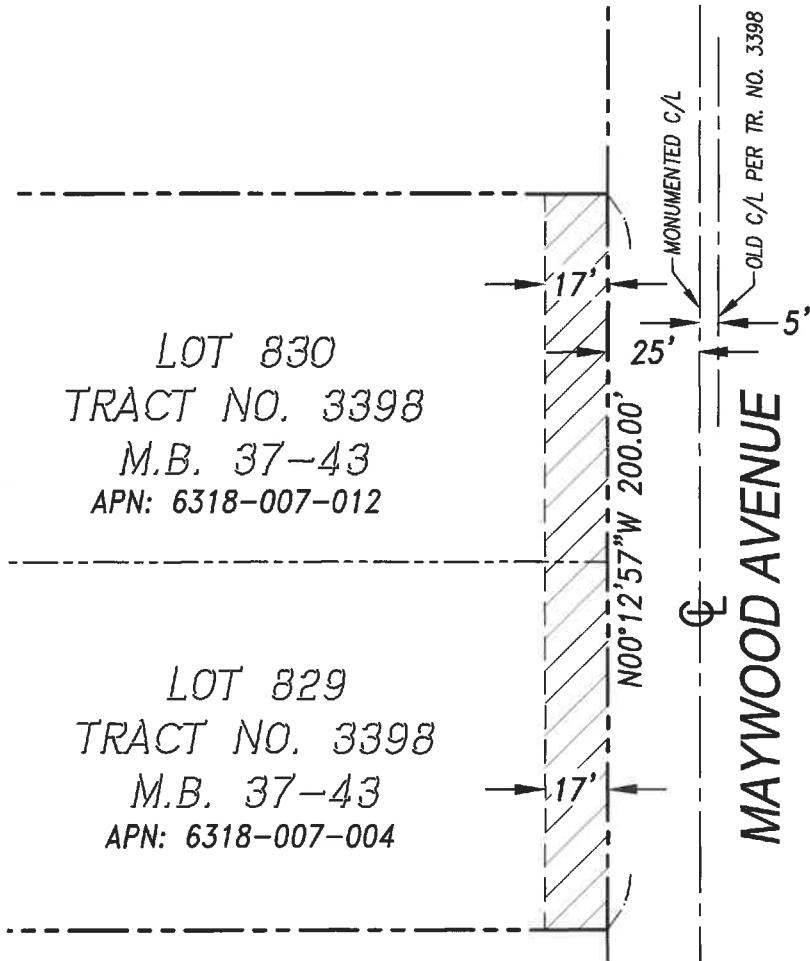
PREPARED BY:
DRG, INC.
621 VIA ALONDRA, SUITE 609
CAMARILLO, CA 93012
805-987-3945

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. 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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:

PUBLIC HEARING FOR THE ADOPTION OF THE URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-11 adopting the 2020 Urban Water Management Plan and Resolution No. 2021-12 adopting the Water Shortage Contingency Plan; and
3. Direct staff to submit all plans to the State.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the November 17, 2020 City Council meeting, the City authorized the drafting of the Urban Water Management Plan (UWMP). In 1983, the California Legislature enacted the Urban Water Management Planning Act requiring water suppliers to submit an UWMP every five years that demonstrates water supply reliability in normal, single dry, and multiple dry years. The UWMP is used to support long-term resource planning and water supply sustainability and is required for the City to be considered for future grant funding opportunities and to receive drought assistance from the State.

The UWMP integrates local and regional land use planning, regional water supply, infrastructure, and demand management projects, as well as statewide issues of concern like climate change and regulatory revisions. The UWMP gathers, characterizes, and synthesizes water-related information from numerous sources into a plan with local, regional, and statewide practical utility. Due date for urban water suppliers to submit their UWMPs to the State of California Department of Water Resources (DWR) is July 1, 2021.

LEGAL REQUIREMENT

The requirements for UWMPs are found in two sections of California Water Code, §10610-10656 and §10608. Urban water supplier that either provides over 3,000 acre-

PUBLIC HEARING FOR THE ADOPTION OF THE URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

June 1, 2021

Page 2 of 2

feet of water annually, or serves more than 3,000 urban connections is required to submit an UWMP.

Within UWMPs, urban water suppliers must provide 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

Public involvement and comment on the City's UWMP is highly encouraged. 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.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this approval.

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. Resolution No. 2021-11 Adopt UWMP
- B. Resolution No. 2021-12 Water Shortage Contingency Plan
- C. 2020 Final Draft Urban Watershed Management Plan

ATTACHMENT A

RESOLUTION NO. 2021-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, ADOPTING THE
2020 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq.), known as the Urban Water Management Planning Act, during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare an Urban Water Management Plan (UWMP), the primary objective of which is to plan for the conservation and efficient use of water; and; and

WHEREAS, the City is an urban supplier of water providing water; and

13 **WHEREAS**, the UWMP shall be periodically reviewed at least once every five
14 years, and that the City shall make any amendments or changes to its plan which are
15 indicated by the review; and

16 **WHEREAS**, the UWMP must be adopted after public review and hearing, and
17 filed with the California Department of Water Resources within thirty days of adoption;
and

18 **WHEREAS**, the City has therefore, prepared and circulated for public review a
19 draft UWMP, and a properly noticed public hearing regarding said UWMP was held by
20 the City Council on June 1, 2021; and

21 **WHEREAS**, the City shall file said UWMP with the California Department of
22 Water Resources within 30 days of adoption.

24 NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

1 **SECTION 2.** The City is in conformance with all applicable requirements of the
2 Urban Water Management Planning Act; the 2020 UWMP is hereby adopted and
3 ordered filed with the City Clerk.; this resolution shall be in full force and effect
4 immediately upon its passage and adoption thereof; the City Council hereby authorizes
5 staff to file the 2020 UWMP with the California Department of Water Resources within
6 30 days after this date; and the City Attorney is authorized to make minor typographical
7 changes to this Resolution that does not change the substance of this Resolution.

8 **PASSED, APPROVED, AND ADOPTED** this 1st day of June 2021.

9
10 **CERTIFICATION**

11 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly
12 and regularly adopted by the City's governing board at the meeting thereof held on this
13 1st day of June 2021.

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16

17 **Graciela Ortiz, Mayor**

18 Ayes: _____

19 Noes: _____

20 Abstained: _____

21 Absent: _____

22 **ATTEST:**

23
24
25

26 Sergio Infanzon

27 Acting City Clerk

ATTACHMENT B

RESOLUTION NO. 2021-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, ADOPTING A
WATER SHORTAGE CONTINGENCY PLAN**

WHEREAS, the California Water Code Section 10632 requires every urban water supplier to prepare and adopt a Water Shortage Contingency Plan (WSCP) as part of its Urban Water Management Plan (UWMP); and

WHEREAS, the City is an urban supplier of water providing water; and

WHEREAS, the City has prepared and adopted a UWMP under separate Resolution No. 2021-11; and

WHEREAS, State Senate Bill 606 passed in 2018 has amended the Water Code related to the requirements of WSCPs to include six standard stages for water shortages up to and beyond 50 percent; and

WHEREAS, the City has updated its WSCP in accordance with these changes in the Water Code, and said WSCP is included as part of the UWMP; and

WHEREAS, the conservation of water is critically important if the City of is to sustain itself; and the effective and equitable management of limited water supplies during a water shortage minimizes the impact on the people and the economy of the City; and

WHEREAS, the City of is granted the authority by the State Water Code Section 350 and the municipal code to declare a water supply shortage and to adopt by resolution regulations and restrictions on the delivery and consumption of water; and

WHEREAS, the City has therefore, prepared and circulated for public review a draft UWMP, and a properly noticed public hearing regarding said UWMP, held by the City Council on June 1, 2021, wherein the WSCP was also presented in the public hearing; and

WHEREAS, the City shall file said WSCP with the California Department of Water Resources within 30 days of adoption; and

WHEREAS, the City as the urban water supplier shall make available the WSCP prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the WSCP.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:**

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City is in conformance with all applicable requirements of the Water Code; the WSCP is hereby adopted and ordered filed with the City Clerk; this resolution shall be in full force and effect immediately upon its passage and adoption thereof; the Council hereby authorizes staff to submit the WSCP along with UWMP to the California Department of Water Resources within 30 days after this date; and the City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of June 2021.

CERTIFICATION

18 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly
19 and regularly adopted by the City's governing board at the meeting thereof held on this
20 1st day of June 2021.

Graciela Ortiz, Mayor

Ayes:

Noes:

Abstained:

1 Absent: _____

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3 ATTEST:

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7 Sergio Infanzon
8 Acting City Clerk

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ATTACHMENT C

ATTACHMENT C

**A COPY OF THE 2020 URBAN WATER MANAGEMENT PLAN
IS AVAILABLE AT THE CITY CLERK'S OFFICE**

ITEM NO. 11



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 1, 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:

PUBLIC HEARING FOR THE ADOPTION OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing and receive public testimony and after hearing all testimony, read by title only, waive further readings;
2. Close the public hearing and adopt Resolution No. 2021-13 adopting the America's Water Infrastructure Act Risk and Resilience Assessment Report; and
3. Direct the City Manager to sign the Certification of Community Water System Risk and Resilience Assessment in Compliance with America's Water Infrastructure Act of 2018 report and submit to the U.S. Environmental Protection Agency (EPA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the November 17, 2020 City Council meeting, the City authorized the drafting of the America's Water Infrastructure Act Risk and Resilience Assessment Report. At the April 20, 2021 City Council meeting, the City Council authorized setting the public hearing date to allow the public to review the report and comment. 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

PUBLIC HEARING FOR THE ADOPTION OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

June 1, 2021

Page 2 of 3

- Utility system components
 - 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

An effective and well-formulated ERP that protects the City's water assets and our customers has been drafted. The report has not been included as an attachment due to the sensitive nature and potential vulnerability to be negatively targeted. Protecting the health and wellness of the City's infrastructure is of the utmost importance. Emergency Response Plan (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. Community water systems serving populations greater than 3,300 must certify to U.S. EPA that they have completed an ERP that incorporates findings of the risk and resilience assessment conducted under AWIA Section 2013(a) and meets the criteria outlined under AWIA Section 2013(b).

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.

Each community water system must certify the completion of its risk and resilience assessment and emergency response plan for every individual PWSID number. The PWSID uniquely identifies the City's water system. U.S. EPA strongly recommends that the City electronically submit the community water system's certification statement. This will be the only reporting method where U.S. EPA will be able to provide an acknowledgement of receipt of the certification statement. It also provides a simple process to address the return or destruction of the vulnerability assessment under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this approval.

CONCLUSION

PUBLIC HEARING FOR THE ADOPTION OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

June 1, 2021

Page 3 of 3

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. Resolution No. 2021-13
- B. Emergency Response Plan (Notice)

ATTACHMENT A

RESOLUTION NO. 2021-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, ADOPTING THE
AMERICA'S WATER INFRASTRUCTURE ACT RISK AND
RESILIENCE ASSESSMENT REPORT AND THE
EMERGENCY RESPONSE PLAN

WHEREAS, On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law; and

WHEREAS, AWIA Section 2013 requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs); and

WHEREAS, Title IV of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Act) amended the Safe Water Drinking Act by adding new sections 1433 through 1435 pertaining to improving the security of the nation's drinking water infrastructure; and

WHEREAS, the law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to United States Environmental Protection Agency (U.S. EPA) completion of the risk assessment and ERP; and

WHEREAS, Section 1433 of the Bioterrorism Act required each community water system serving a population greater than 3,300 persons to conduct a vulnerability assessment, certify completion of its assessment and submit a written copy to the EPA where it would be stored in a secure location; and

WHEREAS, no later than six months after certifying completion of its risk and resilience assessment, each system must prepare or revise, where necessary, an emergency response plan that incorporates the findings of the assessment; and

WHEREAS, the ERP must incorporate any revisions to the risk and resilience assessment; and

1 **WHEREAS**, upon completion of such a review, but not later than six months after
2 certifying the review of its risk and resilience assessment, the system must submit to the
3 EPA a certification that it has reviewed its emergency response plan and revised it, if
4 applicable.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:**

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City shall file said Risk and Resilience Assessment with the U.S. EPA by June 30, 2021 and the ERP by December 31, 2021.

PASSED, APPROVED, AND ADOPTED this 1st day of June 2021.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City's governing board at the meeting thereof held on this 1st day of June 2021.

Graciela Ortiz, Mayor

Ayes: _____

Noes: _____

Abstained:

Absent:

ATTEST:

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3 **Sergio Infanzon**
4 Acting City Clerk
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ATTACHMENT B

ATTACHMENT 2

EMERGENCY RESPONSE PLAN

NOT ATTACHED AS THIS REPORT IS OF A SENSITIVE NATURE

TO THE CITY'S WATER INFRASTRUCTURE

AND THE PROTECTION OF THE HEALTH AND WELLNESS OF THE COMMUNITY

