

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, September 7, 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, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation of the West Santa Ana Branch Project by METRO
2. Presentation of New K9 Police Dog by the Police Department
3. Proclamation for "Attendance Awareness Month"

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

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

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

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held August 3, 2021
 - 1-2. Regular City Council Meeting held August 10, 2021
 - 1-3. Regular City Council Meeting held August 17, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated September 7, 2021

HUMAN RESOURCES

3. **CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW CLASS SPECIFICATION FOR THE POSITION OF DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS**

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Adopt Resolution No. 2021-24 – A Resolution of the City Council of the City of Huntington Park Approving New Class Specification for the Position of Director of Communications and Community Relations

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. APPROVE ACCEPTANCE OF WORK PERFORMED ON THE CONSTRUCTION OF THE FOOTBALL FIELD AT SALT LAKE PARK

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Approve acceptance of work performed by JT Construction Group, Inc. on the construction of the football field at Salt Lake Park; and
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office.

5. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ELECTRICAL CONTRACTORS TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Authorize staff to publish and solicit a Request for Proposal from qualified electrical contractors to provide traffic signal maintenance services.

6. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Award a 5-year professional services agreement (PSA) with an option to renew automatically for an additional five-year term to Express Transportation Services, LLC for Demand Response Transportation Services as the most qualified firm;
2. Negotiate and Award the PSA for a not-to-exceed amount of \$841,750 for FY 2021/2022 Budget, payable from Account No. 219-8085-431.56-45; and
3. Authorize the City Manager to negotiate and execute the PSA.

POLICE

7. CONSIDERATION AND AUTHORIZATION TO NEGOTIATE AND SECURE A POLICE TOWING AND VEHICLE STORAGE SERVICES AGREEMENT WITH MR. C'S TOWING INC.

RECOMMENDATION OF ITEM UNDER CONSIDERATION

1. Authorize the City Manager to negotiate the terms of a police towing and vehicle storage services agreement with Mr. C's Towing Inc., for a term of

three (3) years, with an option of two, one-year extensions, for a total maximum of five (5) years, upon which time the agreement will expire; and

2. Authorize the City Manager to finalize and execute the agreement.

END OF REGULAR AGENDA

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, September 21, 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 3rd Day of September 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, August 3, 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 6:02 p.m. on Tuesday, August 3, 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; Cesar Roldan, Director of Public Works; Raul Alvarez, Assistant City Manager; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cosme Lozano, Chief of Police; ABSENT: Nita McKay, Director of Finance & Administrative Services; Alvarez-Glasman, City Attorney; Cynthia Norzagaray, Director of Parks & Recreation

INVOCATION

Invocation was led by Mayor Ortiz

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Martinez

PRESENTATIONS - None

PUBLIC COMMENT

1. Rosa Rodriguez, commented on street lights not working for about 6 months.
2. Jose Armando Rodriguez, commented on speeding in front of his property.

STAFF RESPONSE

1. City Manager Ricardo Reyes responded to the comment regarding street lights and stated there has been a serious issue with copper theft in the entire city. Public Works and Police staff have been proactively working on this issue.
2. Mayor Graciela Ortiz asked staff to add the 6100 block of Rugby to the list of follow-ups for street lights.

CLOSED SESSION

At 6:07 p.m., Araceli Almazan, Legal, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) - One Matter
2. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case.

At 7:57 p.m., Mayor Ortiz reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal, announced all five Council Members were present and briefed on closed session items 1 and 2. 1) no action taken, nothing to report. 2) no action taken, nothing to report.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):
1-1. Regular City Council Meeting held July 20, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated August 3, 2021

COMMUNITY DEVELOPMENT

3. Adopt Ordinance 2021-02 amending the official General Plan and Zoning Map of the City of Huntington Park to add an affordable Housing Overlay; a Tentative Parcel Map for the Subdivision of an existing 33,341 Square Foot Lot into two lots, the first measuring 21,339 square feet (lot 2); a Development permit and Density Bonus for the construction of 48 units on Lot 1 and 9 affordable units on Lot 2 for the property located at 6106 State Street within the Commercial General (C-G) Zone

END OF CONSENT CALENDAR
REGULAR AGENDA

PUBLIC WORKS

4. Approve Acceptance of Work Performed For CIP 2016-01 ATP Cycle II Project

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Cesar Roldan who presented the staff report.

Motion: Council Member Sanabria moved to approve acceptance of work performed by Calpromax Engineering, Inc. for the construction of CIP 2016-01 ATP Cycle II Project ATPL-5150(012), authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and release the 5% retention in the amount of \$100,427.65 to Calpromax Engineering, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

5. Public Convenience and Necessity Letter for a Retail Store (Target Corporation) with Off-Sale of General Alcohol at Property Located at 5731 Bickett Street

City Manager Ricardo Reyes announced the item and introduced Director of Community Development Sergio Infanzon.

Motion: Council Member Sanabria moved to approve the Public Convenience and Necessity letter request from Target Corporation to allow an alcohol license (Type 21) within the census tract where the subject property is located seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, nothing to report.

Council Member Marilyn Sanabria, thanked staff for their hard work, reminded everyone of Linear Park opening this Saturday and will be live on Facebook.

Council Member Karina Macias, thanked staff, reminded the public that Metro released a draft on the West Santa Ana Branch project that will be coming to Huntington Park, and encourage the public to provide comments.

Vice Mayor Eduardo “Eddie” Martinez, thanked staff for all their support, announced there will be a community clean-up on Saturday, August 21st at 9 a.m., and reiterated the Linear Park.

Mayor Graciela Ortiz, reiterated the dedication of the Linear Parks to Veterans Park, City will be honoring two Huntington Park fallen soldiers and will be live on Facebook this Saturday at 10 a.m. Mayor announced students going back to school, students need to get Covid-19 testing before and can schedule an appointment at Gage Middle School.

ADJOURNMENT

At 8:06 p.m., Mayor Ortiz adjourned the City of Huntington Park City Council Meeting to a Regular Meeting on Tuesday, August 17, 2021 at 6:00 p.m.

Respectfully submitted,

Sergio Infanzon
Acting City Clerk

MINUTES

Special Meeting of the City of Huntington Park City Council Tuesday, August 10, 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 Special Meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, August 10, 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, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cosme Lozano, Chief of Police; Cesar Roldan, Director of Public Works; Cynthia Norzagaray, Director of Parks & Recreation; Nita McKay, Director of Finance & Administrative Services
ABSENT: Alvarez-Glasman, City Attorney

INVOCATION

Invocation was led by Vice Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PUBLIC COMMENT – None

REGULAR AGENDA

CITY MANAGER

- 1. Consideration and Approval of Resolutions Adopting the City of Huntington Park's Fiscal Year 2021-22 Operating and Capital Improvement Program (CIP) Budget and Other Related Actions and Establishing the Appropriation Limit for the Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022**

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Macias, moved to adopt Resolution No. 2021-22, adopting a budget for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022, making appropriations for the Conduct of City of Huntington Park Government, establishing policies for the Administration for the adopted budget, and for other budget related purposes; and, adopt Resolution No. 2021-23, establishing the appropriation limit pursuant to the provision of the California Constitution Article XIII B for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

ADJOURNMENT

At 6:08 p.m., Mayor Ortiz adjourned the City of Huntington Park City Council Meeting to a Regular Meeting on Tuesday, August 17, 2021 at 6:00 p.m.

Respectfully submitted,

Sergio Infanzon
Acting City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, August 17, 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 6:01 p.m. on Tuesday, August 7, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Vice Mayor Eduardo Martinez presiding.

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

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

INVOCATION

Invocation was led by Vice Mayor Martinez

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria

PRESENTATION(S)

- No Presentations

PUBLIC COMMENTS

1. Maria Rosado requested additional bumps on 57th and Seville. She stated, traffic lines are no longer visible, and people are not making a stop at the intersection.
2. Yesenia Cruz is concerned over her safety and stated that there has been car thefts and gun shots. Her car was stolen from her driveway and is requesting more patrolling.
3. Monica Rodriguez is concerned over the power lines hitting the trees on the sidewalk. She is afraid they will catch fire. Also, she stated that there are people loitering and drinking outside of the liquor store located on Santa Fe and Belgrave.

4. Victor Neyra is requesting Resident Parking Only between the hours of 7pm – 5am on Randolph Street. Due to parked vehicles that belong to the City of Bell, by 7pm there is no parking available for the residents of Huntington Park.

STAFF RESPONSE

1. City Manager, Ricardo Reyes stated that Public Works will follow up and address Ms. Rodriguez's concern. For all Public Safety issues, he recommended to contact Police to report those concerns.
2. Chief of Police stated that if a vehicle that has not been moved within 72 hours, to call the Police Department and report it. The number to non-emergency concerns is the following: (323) 584-6254
3. Chief of Police also mentioned that in regards to Randolph St. on the Huntington Park side, it is Permit Parking only, Parking Enforcement does monitor it, and he will look into increasing enforcement on that area in the evening and at night.

CLOSED SESSION

At 6:10 pm, Vice Mayor Martinez recessed to closed session

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

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) – One Matter
2. CONFERENCE WITH LEGAL COUNSEL – 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 7:05 p.m. Vice Mayor Martinez reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the minutes should reflect that with all four members of the City Council present, the item listed in the close session portion of the agenda were discussed. Item 1, 1) Council was briefed, direction was provided, no final action was taken. Item 2, 1) Council was briefed, direction was provided, nothing further to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar from the August 17, 2021, Regular Meeting, seconded by Council Member Avila. Motion passed 4-0,1 by the following vote:

ROLL CALL:

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

FINANCE

1. Approved Accounts Payable and Payroll Warrant(s) dated August 17, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

2. **Approve Acceptance of Work Performed for CIP 2019-06 Street Enhancement Project FY 2019-20**

City Manager Ricardo Reyes announced the item and Public Work Director Cesar Roldan presented the item.

Vice Mayor Martinez recused himself from participating of this item.

Motion: Council Member Sanabria moved to approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2019-06 Street Enhancement Project, authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office, and Release the 5% retention in the amount of \$41,294.03 to Excel Paving Co., 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period, seconded by Council Member Avila. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

3. Consideration and Approval of a Designed Build Contract for the Construction of an Aquatic Center and Related Amenities at Salt Lake Park

City Manager Ricardo Reyes announced the item and Public Work Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve the use of a design build approach with JT Construction Group, Inc. in an amount not-to-exceed \$23,994,426.13 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park, Reject all other proposals, and Authorize the City Manager to negotiate the final contract terms and conditions of the contract with JT Construction Group, Inc. and upon final terms being reached, authorize the City Manager to execute a contract which binds the City to the process and project approved herein, seconded by Council Member Macias Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

FINANCE

4. Consideration and Approval of a First Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiware Communications

City Manager Ricardo Reyes announced the item.

Motion: Council Member Sanabria moved to approve the First Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiware Communications, and Authorize the City Manager to execute the first amendment to the agreement, seconded by Avila. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

5. **Consideration of a request from the Los Angeles County for concurrence on a Chapter 8 Agreement to acquire a property located at 6531 Cottage Street in the City of Huntington Park, and approval of an Agreement for Sale and Purchase Tax – defaulted real property and covenants conditions, and restrictions**

City Manager Ricardo Reyes announced the item and Director Infanzon presented the item.

Motion: Council Member Sanabria moved to approve a request from Los Angeles County for Concurrence on a Chapter 8 Agreement to acquire a property located at 6531 Cottage Street in the City of Huntington Park, approve an agreement for sale and purchase of tax-defaulted real property and covenants condition and restrictions, and Authorize the Mayor to execute the Agreement, seconded by Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA.

DEPARTMENTAL REPORTS – None

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS – None

Council Member Manuel “Manny” Avila, invited the public to submit their public comments to understand their wants and needs.

Council Member Marilyn Sanabria thanked staff and her colleagues for their hard work and continued service to their community. She reminded the public to report illegal dumping of Bulky items. She also invited the community for the Saturday’s Clean-up at Freedom Park at 9:00am to keep our community clean.

Council Member Karina Macias thanked staffed for their hard work in the community. She also reminded our seniors about the Food Pantry from 1:00pm-2:30pm at Salt Lake Park Community Center. For those that have not signed up, they are currently accepting sign-ups.

Vice Mayor Eduardo "Eddie" Martinez thanked the staff for providing a healthy and safe place to conduct the council meetings. He reminded the community about the Community Clean-Up. He also stated that it is back to School for our youth, he reminded parents to speak to the teachers and keep an open communication.

ADJOURNMENT

At 7:21 p.m., Vice Mayor Eduardo adjourned the City of Huntington Park City Council meeting to a Regular Meeting on Tuesday, September 7, 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 Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON NEVELS	3/8/21-3/9/21	111-7010-421.59-20	MILEAGE REIMBURSEMENT	306.88
ADLERHORST INTERNATIONAL LLC	106907	111-7022-421.61-29	K-9 DOG FOOD	\$306.88
ADRIAN MARTINEZ	72721	111-7010-421.59-15	MILEAGE REIMBURSEMENT	150.85
				\$150.85
ALVAREZ-GLASMAN & COLVIN	2021-04-19800	111-0220-411.32-70	LEGAL SRVCS-APR 2021	86.80
	2021-04-19801	111-0220-411.32-70	LEGAL SRVCS-APR 2021	\$86.80
	2021-04-19802	111-0220-411.32-70	LEGAL SRVCS-APR 2021	32,665.31
	2021-04-19803	111-0220-411.32-70	LEGAL SRVCS-APR 2021	301.00
	2021-04-19804	111-0220-411.32-70	LEGAL SRVCS-APR 2021	306.00
	2021-04-19805	111-0220-411.32-70	LEGAL SRVCS-APR 2021	6,211.50
	2021-04-19806	111-0220-411.32-70	LEGAL SRVCS-APR 2021	7,730.13
				307.00
				1,045.50
				\$48,566.44
AMAZON.COM SERVICES, INC.	16GK-F9XT-4N7Y	111-6020-451.61-35	CULTURAL ART SUPPLIES	60.70
	16QV-JF4F-3HDR	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	303.13
	196V-YYTN-W3LQ	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	169.53
	1RG9-TDQH-16P1	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	392.19
	1Y3R-FQDW-GH43	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	801.23
				\$1,726.78
AMERICAN EXPRESS	NT JN84UNJ3	111-0210-413.56-41	ADMIN SUBSCRIPTION	24.95
	NT JLIU6MA0	111-6020-451.61-35	VETERAN'S PARK SUPPLIES	302.02
	P3843842505	111-6020-451.61-35	ONLINE ADVERTISEMENT	20.00
	335364911	111-7010-421.61-20	PD ADOBE SUBSCRIPTION	14.99
	181IAPGBTNT	535-8090-452.74-10	VETERAN'S PARK STATUE	4,995.00
	181IAPGBTZ5TMMQ	535-8090-452.74-10	VETERAN'S PARK STATUE	449.55
				\$5,806.51
AMERIGAS	3124916776	741-8060-431.62-30	500 GALLONS OF PROPANE	2,705.32
ARTURO GUIZAR	07272021	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$2,705.32
				173.60
AT&T	7/24/21-8/23/21	111-6010-419.53-10	SALT LAKE PARK CAMERAS INTERNET	\$173.60
	16849984	111-7010-421.53-10	DISPATCH PHONE SRVC 7/4/21-8/3/21	295.53
	16929668	111-7010-421.53-10	DISPATCH PHONE SRVC 7/20/21-8/19/21	2,021.60
	6/28/21-7/27/21	111-9010-419.53-10	FREEDOM PARK INTERNET	394.04
	7/21/21-8/20/21	111-9010-419.53-10	COMMUNITY CENTER INTERNET	137.68
	7/23/21-8/22/21	111-9010-419.53-10	PW YARD INTERNET	79.54
	7/28/21-8/27/21	111-9010-419.53-10	RAUL P PEREZ PARK INTERNET	69.55
	9/1/21-9/30/21	111-9010-419.53-10	SALT LAKE PARK INTERNET	137.68
				159.08
				\$3,294.70
AT&T MOBILITY	X07252021	111-7010-421.53-10	PD WIRELESS PHONES	3,838.16
	X08142021	111-7010-421.53-10	PD WIRELESS PHONES	1,441.39
	X08252021	111-7010-421.53-10	PD WIRELESS PHONES	3,834.36
				\$9,113.91

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T PAYMENT CENTER	6/28/21-7/27/21	111-7010-421.53-10	PD PHONE SERVICE	1,507.22
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	43.36
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	43.36
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	43.36
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	43.36
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	111.50
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	205.92
	8/7/21-9/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	91.13
			Z	
AXON ENTERPRISE, INC.	INUS007275	111-7010-421.61-20	BASIC INSTRUCTOR SCHOOL	375.00
	INUS007276	111-7010-421.61-20	BASIC INSTRUCTOR SCHOOL	375.00
				\$750.00
BEATRIZ PEREZ CASTILLO	17691-2332	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	16.94
				\$16.94
BLACK AND WHITE EMERGENCY VEHICLES	4132	111-7022-421.61-24	LIGHT REMOVAL & INSTALL	320.00
	4133	111-7022-421.61-24	LIGHT REMOVAL & INSTALL	80.00
	4134	111-7022-421.61-24	LIGHT REMOVAL & INSTALL	311.66
	4142	111-7022-421.61-24	LIGHT REMOVAL & INSTALL	463.33
	4138	741-8060-431.43-20	SPOT LAMP FOR PD UNITS	203.43
				\$1,378.42
CALIFORNIA CONTRACT CITIES ASSN.	3053	111-0240-466.64-00	ANNUAL MEMBERSHIP DUES	4,200.00
				\$4,200.00
CALIFORNIA FRAME & AXLE	65082	219-8085-431.43-21	BUS SHUTTLE ALIGNMENT	148.46
				\$148.46
CELICA QUINONES	4882109-480839	111-6020-451.61-35	PARKS SUPPLIES REIMBURSEMENT	52.66
				\$52.66
CENTRAL BASIN MWD	HP-JUL21	681-8030-461.41-00	IMPORTED WATER JULY 2021	133,219.79
				\$133,219.79
CENTRAL FORD	3760002	219-8085-431.43-21	VEHICLE PARTS	284.58
	376608	219-8085-431.43-21	VEHICLE PARTS	558.70
	376807	219-8085-431.43-21	SHUTTLE PARTS	800.99
	376318	741-8060-431.43-20	VEHICLE PARTS	317.48
	376389	741-8060-431.43-20	VEHICLE PARTS	115.23
	376749	741-8060-431.43-20	VEHICLE PARTS	441.00
	377260	741-8060-431.43-20	VEHICLE PARTS	347.44
	C76940	741-8060-431.43-20	VEHICLE PARTS	240.00
				\$2,223.42
CHARTER COMMUNICATIONS	0467069070721	111-7010-421.53-10	PD INTERNET 7/7/21-8/6/21	1,650.00
	0467069080721	111-7010-421.53-10	PD INTERNET 8/7/21-9/6/21	1,650.00
	0511379071321	111-7010-421.53-10	PD INTERNET 7/13/21-8/12/21	154.98
	0514415073021	111-7010-421.53-10	PD INTERNET 7/30/21-8/29/21	654.85
	106964801080121	111-7010-421.53-10	ICI SYSTEM 8/1/21-8/31/21	702.34
	0389644073121	121-7040-421.56-14	PD TV- 7/31/21-8/30/21	294.39
				\$5,106.56

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CINTAS CORPORATION NO 3	409093618	741-8060-431.56-41	UNIFORM DRY CLEANING	373.89
	4091654675	741-8060-431.56-41	UNIFORM DRY CLEANING	390.44
	4092307163	741-8060-431.56-41	UNIFORM DRY CLEANING	1,116.77
	4092968524	741-8060-431.56-41	UNIFORM DRY CLEANING	383.77
CITY OF BURBANK	08/18/2021	111-7010-421.61-20	POLICE SERVICE DOG-BRAM	\$2,264.87
CLINICAL LAB OF SAN BERNARDINO, INC	2100780	681-8030-461.56-41	WATER TESTING-JULY 2021	1.00
				\$1.00
COMMERCIAL TIRE COMPANY				306.00
	1-168595	219-8085-431.43-21	SHUTTLE BUS TIRES	\$306.00
	1-GS168599	741-8060-431.43-20	TIRES FOR PD UNITS	688.28
				777.84
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW21081600462	221-8014-429.56-41	TRAFFIC SIGNAL REPAIRS-JUNE 2021	\$1,446.12
	REPW21081600788	221-8014-429.56-41	TRAFFIC SIGNAL REPAIRS-JUNE 2021	3,345.33
				568.74
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN09588447	111-6010-451.56-41	SPLASH PAD LICENSE FEE	\$3,914.07
				672.00
CR&R INCORPORATED	0092694	111-8027-431.56-59	WASTE/RECYCLING-JUL 2021	\$672.00
	0095713	111-8027-431.56-59	WASTE/RECYCLING-AUG 2021	16,680.00
				16,680.00
CRAFCO INC	9402525752	221-8010-431.61-21	ASPHALT MIX	\$33,360.00
				4,960.24
CREATIVE BUS SALES, INC.	13050667	219-8085-431.43-21	SWITCH ENTRY DOOR	\$4,960.24
	13052139	219-8085-431.43-21	ELECTRICAL BOARD	161.28
	13052139	219-8085-431.43-21	ELECTRICAL BOARDS	737.14
				737.14
CYNTHIA NORZAGARAY	209215	111-6010-451.61-20	PARKS SUPPLIES REIMBURSEMENT	\$1,635.56
				52.49
DAILY JOURNAL CORPORATION	B3500327	111-1010-411.54-00	ORDINANCE PUBLICATION	\$52.49
	B3456239	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	110.00
	B3456241	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	650.00
	B3456243	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	650.00
	B3456244	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	650.00
	B3456246	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	650.00
	B3467275	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	1,087.50
	B3467279	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	725.00
	B3473215	239-0260-463.54-00	HUD NEWSPAPER PUBLICATIONS	725.00
				265.00
DAPEER, ROSENBLIT & LITVAK	19060	111-0220-411.32-70	LEGAL SRVCS 7/14-7/31/21	\$5,512.50
				52.50
DATA TICKET INC.	126281	111-3010-415.56-41	BUSINESS LICENSE-MAY 2021	\$52.50
	126212	111-7065-441.61-20	ANIMAL CONTROL-MAY 2021	5.00
	126507	111-7065-441.61-20	ANIMAL CONTROL-JUN 2021	6.00
	126608	111-7065-441.61-20	ONLINE ACCESS JUNE 2021	69.50
				12.50
				\$93.00

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DELTA DENTAL	BE004533210	111-0000-217.50-20	DPO BENEFITS-AUG 2021	7,790.20
	BE004597215	111-0000-217.50-20	DPO BENEFITS-SEPT 2021	7,896.40
				\$15,686.60
DELTA DENTAL INSURANCE COMPANY	BE004530854	111-0000-217.50-20	PMI BENEFITS-AUG 2021	2,218.95
	BE004594815	111-0000-217.50-20	PMI BENEFITS-SEPT 2021	2,133.03
				\$4,351.98
DEPARTMENT OF ANIMAL CARE & CONTROL	06/25/2021	111-7065-441.56-41	ANIMAL HOUSING-MAY 2021	8,408.04
	08252021	111-7065-441.56-41	ANIMAL HOUSING-JULY 2021	13,747.49
				\$22,155.53
DEPARTMENT OF JUSTICE	524136	111-7030-421.56-41	FINGERPRINT APPS	704.00
				\$704.00
DEPARTMENT OF RESOURCES RECYCLING	1383425	111-8020-431.43-10	BEVERAGE CONTAINER GRANT	88.00
				\$88.00
DOG WASTE DEPOT	430086	111-8023-451.43-10	DOG WASTE BAGS FOR PARKS	925.64
				\$925.64
DOOLEY ENTERPRISES, INC.	61075	225-7120-421.74-10	DEPARTMENT AMMUNITION	2,934.03
				\$2,934.03
DPREP INC	DUI20210827	111-7010-421.59-20	TRAINING REGISTRATION	125.00
				\$125.00
DUNN EDWARDS CORPORATION	2009325099	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	1,004.82
				\$1,004.82
DUSTIN PIKE	18955	285-0000-228.75-00	C&D REFUND 6330 RUGBY AVE	6,585.00
				\$6,585.00
EL GRANERO GRILL, INC.	07/28/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	810.00
	07/30/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	810.00
	08/04/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	690.00
	08/06/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	690.00
				\$3,000.00
EMPLOYMENT DEVELOPMENT DEPT.	L0827243536	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	8,600.89
				\$8,600.89
ENGINE PARTS & MACHINE SHOP INC	22740	741-8060-431.43-20	CYLINDER HEAD REPAIR	288.61
				\$288.61
EWING IRRIGATION PRODUCTS, INC.	14799073	535-8090-452.61-20	IRRIGATION SUPPLIES	898.84
				\$898.84
EXPRESS TRANSPORTATION SERVICES LLC	HPE08012021	111-0000-362.20-15	PROPERTY LEASE-JUL 2021	-2,000.00
	HPE08012021	111-0000-362.20-15	VEHICLE LEASE-JUL 2021	-500.00
	HPE08012021	219-0000-340.30-00	FARE BOX COLLECTIONS	-1,766.00
	HPE08012021	219-8085-431.56-43	HP EXPRESS-JULY 2021	33,730.83
	DAR08012021	219-8085-431.56-45	DIAL-A-RIDE AUG 2021	67,643.00
	HPE08012021	220-8085-431.56-43	HP EXPRESS-JULY 2021	33,730.84
	HPE08012021	222-8010-431.56-43	HP EXPRESS-JULY 2021	33,730.83
				\$164,569.50
FAIR HOUSING FOUNDATION	MAR 2021	239-0272-463.57-87	HOUSING COUNSELING PROG.	880.55
				\$880.55

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FERGUSON ENTERPRISES INC	9607997	111-8010-431.61-21	SEWER LINE PARTS	340.02
	327964	111-8024-421.43-10	JAIL BATHROOM SUPPLIES	402.06
	136834	535-8090-452.61-20	PLUMBING SUPPLIES	173.45
				\$915.53
FM THOMAS AIR CONDITIONING INC	42617	111-7024-421.56-41	HVAC SRVCS-JUL 2021	1,247.05
	42617	111-8020-431.56-41	HVAC SRVCS-JUL 2021	106.89
	42617	111-8022-419.56-41	HVAC SRVCS-JUL 2021	1,247.05
	42617	111-8023-451.56-41	HVAC SRVCS-JUL 2021	962.01
				\$3,563.00
FOUNTAIN SERVICES INC	25265	111-8022-419.43-10	WATER FOUNTAIN SERVICE	650.00
				\$650.00
FREDY SALINAS	072721	111-7010-421.59-15	MILEAGE REIMBURSEMENT	86.80
				\$86.80
GATEWAY CITIES COUNCIL OF	06/28/2021	111-0240-466.64-00	1% SB2-PHLA 2019-2020	6,517.00
	06/28/2021	111-0240-466.64-00	1% SB2-PHLA 2020-21	10,129.00
	06/28/21	111-0240-466.64-00	ANNUAL MEMBERSHIP DUES	22,050.00
	06/28/2021	220-8085-431.64-00	I-710 CORRIDOR REPORT	25,000.00
				\$63,696.00
GATEWAY URGENT CARE CENTER	10900	111-2030-413.56-41	TREADMILL STRESS TEST	400.00
	11380	111-2030-413.56-41	TREADMILL STRESS TEST	200.00
				\$600.00
GEORGE CHEVROLET	90901	741-8060-431.43-20	MOTOR PARTS UNIT# 186	1,201.26
	91047	741-8060-431.43-20	VEHICLE PARTS UNIT#186	657.23
				\$1,858.49
GLOBAL EQUIPMENT COMPANY INC.	117990009	535-8090-452.61-20	CHARCOAL GRILLS FOR PARKS	3,350.94
				\$3,350.94
GLOBALSTAR USA	18128607	111-7010-421.53-10	PD PHONE SERVICE	90.39
				\$90.39
GLORIA'S RESTAURANT, INC.	8/11/21-8/13/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,640.00
	8/18/21-8/20/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,640.00
	84/21-8/6/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,440.00
				\$4,720.00
GORM INC	298563A	111-8020-431.43-10	WAREHOUSE/YARD SUPPLIES	109.15
				\$109.15
GRAINGER	9031736938	219-8085-431.43-21	BUS PARTS	607.16
	9016161078	741-8060-431.43-20	SHOP SUPPLIES	45.34
	9021491684	741-8060-431.43-20	SHOP SUPPLIES	472.40
				\$1,124.90
GUTIERREZ BACKGROUND INVESTIGATIONS	2021-10	111-7010-421.56-41	PRE-EMPLOYMENT BACKGROUND	1,000.00
				\$1,000.00
GWMA	2022-12	111-8030-461.56-42	FY 2021-22 MEMBERSHIP	15,000.00
	HTU-21-26	111-8030-461.56-42	HARBOR TOXIC UPSTREAM	620.66
	UR2-21-05	111-8030-461.56-42	L.A. RIVER UPPER REACH	45,514.99
				\$61,135.65

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HASA, INC.	755747	681-8030-461.41-00	SODIUM HYPOCHLORITE	119.52
	756112	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	756113	681-8030-461.41-00	SODIUM HYPOCHLORITE	189.09
	757369	681-8030-461.41-00	SODIUM HYPOCHLORITE	85.37
	757372	681-8030-461.41-00	SODIUM HYPOCHLORITE	363.69
	757376	681-8030-461.41-00	SODIUM HYPOCHLORITE	239.05
	757378	681-8030-461.41-00	SODIUM HYPOCHLORITE	239.05
	762982	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	762983	681-8030-461.41-00	SODIUM HYPOCHLORITE	153.67
	762984	681-8030-461.41-00	SODIUM HYPOCHLORITE	206.27
	763003	681-8030-461.41-00	SODIUM HYPOCHLORITE	522.32
	767927	681-8030-461.41-00	SODIUM HYPOCHLORITE	257.84
	767928	681-8030-461.41-00	SODIUM HYPOCHLORITE	102.45
	767929	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	769811	681-8030-461.41-00	SODIUM HYPOCHLORITE	240.65
	769813	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	770059	681-8030-461.41-00	SODIUM HYPOCHLORITE	239.05
				\$3,641.02
HOME DEPOT - PUBLIC WORKS	3371475	111-8010-431.61-21	SUPPLIES FOR REPAIRS	224.66
	3262088	111-8022-419.43-10	SUPPLIES FOR REPAIRS	480.22
	5391599	111-8023-451.43-10	SUPPLIES FOR REPAIRS	171.86
	3522774	111-8024-421.43-10	BUILDING SUPPLIES	34.62
	5744173	111-8024-421.43-10	ELECTRICAL SUPPLIES	204.54
	9240827	111-8095-431.61-50	GRAFFITI SUPPLIES	21.87
	93123	111-8095-431.61-50	GRAFFITI SUPPLIES	509.26
	8972876	741-8060-431.43-20	ELECTRICAL SUPPLIES	245.57
				\$1,892.60
	65115	283-8040-432.56-41	WATER/SEWER SYSTEM-JUL 21	13,476.33
INFRAMARK LLC	66187	283-8040-432.56-41	WATER/SEWER SYSTEM-AUG 21	13,476.33
	65115	681-8030-461.56-41	WATER/SEWER SYSTEM-JUL 21	103,885.14
	66187	681-8030-461.56-41	WATER/SEWER SYSTEM-AUG 21	103,885.14
				\$234,722.94
INFRASTRUCTURE ENGINEERS	25898	111-5010-419.56-49	PLANNING SRVCS-APR 2021	4,059.25
	25960	111-5010-419.56-49	PLANNING SRVCS-MAY 2021	12,250.00
	25993	111-5010-419.56-49	BUILDING/SAFETY-MAY 2021	35,917.50
	26047	111-5010-419.56-49	PLANNING SRVCS-JUN 2021	20,321.25
	26074	111-5010-419.56-49	BUILDING/SAFETY-JUN 2021	45,340.00
	26129	111-5010-419.56-49	PLANNING SRVCS-JUL 2021	21,547.50
	26131	111-5010-419.56-49	BUILDING/SAFETY-JUL 2021	39,257.50
	26160	111-8080-431.56-62	ENGINEERING-JUL 2021	13,535.00
	26160	221-8010-431.56-41	ENGINEERING-JUL 2021	5,733.00
	26173	221-8010-431.76-12	SB1 STREET ENHANCEMENT	4,198.50
	26149	222-8010-431.76-06	SLAUSON CONGESTION RELIEF	3,364.20
	26160	222-8080-431.56-41	ENGINEERING-JUL 2021	25,000.00
				\$250,000.00
				\$250,000.00

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ENGINEERS	26150	334-8080-431.78-19	ATP CYCLE 3 DESIGN-JUL 21	31,500.00
INTOXIMETERS INC	677603	111-7022-421.61-29	DRYGAS SOLUTION CANISTERS	\$262,023.70
J316 BUILDER	2	111-7024-421.56-41	JANITORIAL SRVC-JULY 2021	234.86
	503	111-7024-421.56-41	JANITORIAL SUPPLY-JUL 21	\$234.86
	2	111-8020-431.56-41	JANITORIAL SRVC-JULY 2021	3,700.84
	503	111-8020-431.56-41	JANITORIAL SUPPLY-JUL 21	698.45
	2	111-8022-419.56-41	JANITORIAL SRVC-JULY 2021	1,440.58
	503	111-8022-419.56-41	JANITORIAL SUPPLY-JUL 21	419.07
	2	111-8023-451.56-41	JANITORIAL SRVC-JULY 2021	4,305.23
	503	111-8023-451.56-41	JANITORIAL SUPPLY-JUL 21	931.27
JDS TANK TESTING & REPAIR INC	16280	741-8060-431.43-20	DESIGNATED OPERATOR-JULY	11,472.56
				2,607.54
				\$25,575.54
JERRY'S AUTO BODY, INC.	32259	741-8060-431.43-20	PD UNIT985 VEHICLE REPAIR	135.00
	32269	741-8060-431.43-20	PD UNIT357 VEHICLE REPAIR	\$135.00
				872.19
				960.18
JIMENEZ'S BRAKES & ALIGNMENTS INC	53759	741-8060-431.43-20	FRONT ALIGNMENT UNIT#977	\$1,832.37
				65.00
JOHN CASTRO	042221	111-7010-421.59-30	MILEAGE REIMBURSEMENT	\$65.00
				138.65
KAJIWARA COMMUNICATIONS	HP0005	111-9010-419.56-41	CONSULTING SRVCS-JUL 2021	\$138.65
	HP0006	111-9010-419.56-41	CONSULTING SRVCS-AUG 2021	6,540.75
				9,083.25
KEYSTONE UNIFORM DEPOT	65455	111-7022-421.61-24	EMPLOYEE UNIFORMS	\$15,624.00
	68107	111-7022-421.61-24	EMPLOYEE UNIFORMS	296.58
	68138	111-7022-421.61-24	EMPLOYEE UNIFORMS	1,250.95
				1,407.58
KLIMT CONSULTING, LLC	19 CPR	239-0260-463.56-41	FY 2019-2020 CAPR	\$2,955.11
	20-09	239-0260-463.56-41	CDBG ADMIN SRVC-MAR 2021	2,000.00
	20-10	239-0260-463.56-41	CDBG ADMIN SRVC-APR 2021	1,877.50
	19 CPR	242-0260-463.56-41	FY 2019-2020 CAPR	17,611.25
	20-09	242-0260-463.56-41	HOME ADMIN SRVC-MAR 2021	5,000.00
	20-10	242-0260-463.56-41	HOME ADMIN SRVC-APR 2021	4,620.00
				11,935.00
				\$43,043.75
KONICA MINOLTA BUSINESS SOLUTIONS	274610284	111-7010-421.44-10	PD COPIER-JULY 2021	298.91
	274610288	111-7010-421.44-10	PD COPIER-JULY 2021	298.91
	274610570	111-7010-421.44-10	PD COPIER-JULY 2021	139.36
	274610629	111-7010-421.44-10	PD COPIER-JULY 2021	210.44
	274610641	111-7010-421.44-10	PD COPIER-JULY 2021	66.64
	274611008	111-7010-421.44-10	PD COPIER-JULY 2021	379.63
	274611099	111-7010-421.44-10	PD COPIER-JULY 2021	210.44
				\$1,604.33

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LA COUNTY SHERIFF'S DEPT	220051VC	121-7040-421.56-41	INMATE MEALS-JULY 2021	548.13
				\$548.13
LACMTA	80080522 81521	219-8085-431.58-50 219-8085-431.58-50	METRO TAP CARDS-JAN 2021 METRO TAP CARDS-JULY 2021	40.00 59.34
				\$99.34
LAN WAN ENTERPRISE, INC	72138 72253 72138 72253	111-7010-419.43-15 111-7010-419.43-15 111-9010-419.43-15 111-9010-419.43-15	IT SERVICES-JULY 2021 IT SERVICES-AUGUST 2021 IT SERVICES-JULY 2021 IT SERVICES-AUGUST 2021	23,910.50 23,910.50 23,910.50 23,910.50
				\$95,642.00
LB JOHNSON HARDWARE CO.	115871	535-8090-452.61-20	IRRIGATION SUPPLIES	259.27
				\$259.27
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0343529 IN0343530 IN0343915 IN0344274 IN0345132 IN0345783 IN0348560	741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05	UNDERGROUND STORAGE TANK HAZARDOUS MATERIALS DISCLOSURE HAZARDOUS MATERIALS DISCLOSURE HAZARDOUS MATERIALS DISCLOSURE HAZARDOUS MATERIALS DISCLOSURE HAZARDOUS MATERIALS DISCLOSURE HAZARDOUS MATERIALS DISCLOSURE	4,893.00 559.00 559.00 559.00 559.00 559.00 411.00
				\$8,099.00
LUIS A MONTES	19513-22398	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	55.77
				\$55.77
MARCELLA ESTRADA	72821	111-7010-421.59-20	MILEAGE REIMBURSEMENT	86.80
				\$86.80
MARCELLO RETAMOSA	20024853102	111-8010-431.15-25	BOOT REIMBURSEMENT	192.93
				\$192.93
MERRIMAC ENERGY GROUP	2214331	741-8060-431.62-30	FUEL PURCHASE	29,205.60
				\$29,205.60
NATIONWIDE ENVIRONMENTAL SERVICES	31707 31706	220-8070-431.56-41 221-8010-431.56-41	BUS STOP MAINT-JUL 2021 SWEEPING SRVC-JULY 2021	18,072.60 50,632.65
				\$68,705.25
NEW CHEF FASHION INC.	1010861 1011265 1011416 1011916	111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24	EMPLOYEE UNIFORMS EMPLOYEE UNIFORMS EMPLOYEE UNIFORMS EMPLOYEE UNIFORMS	49.60 49.60 18.74 49.60
				\$167.54
NICK NICHOLS	052521	111-7010-421.59-20	MILEAGE REIMBURSEMENT	153.44
				\$153.44
NOBEL SYSTEMS, INC	15044	111-8095-431.53-10	GEOVIEWER SUBSCRIPTION	4,500.00
				\$4,500.00
NORTH STAR LAND CARE	1601-190 1601-192	535-8090-452.56-60 535-8090-452.56-60	LANDSCAPING SRVC-JUL 2021 TREE TRIMMING-JULY 2021	23,057.75 17,979.00
				\$41,036.75

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-425417	219-8085-431.43-21	VEHICLE PARTS	21.90
	2959-429870	219-8085-431.43-21	VEHICLE PARTS	58.42
	2959-430040	219-8085-431.43-21	VEHICLE PARTS	134.42
	2959-423039	741-8060-431.43-20	VEHICLE PARTS	444.41
	2959-424229	741-8060-431.43-20	VEHICLE PARTS	68.90
	2959-425448	741-8060-431.43-20	VEHICLE PARTS	56.10
	2959-425539	741-8060-431.43-20	VEHICLE PARTS	164.83
	2959-425626	741-8060-431.43-20	VEHICLE PARTS	282.70
	2959-425785	741-8060-431.43-20	VEHICLE PARTS	296.06
	2959-426406	741-8060-431.43-20	VEHICLE PARTS	73.19
	2959-426497	741-8060-431.43-20	VEHICLE PARTS	17.62
	2959-426691	741-8060-431.43-20	VEHICLE PARTS	37.44
	2959-428959	741-8060-431.43-20	VEHICLE PARTS	14.88
				\$1,670.87
ORANGE LINE DEVELOPMENT AUTHORITY	31621	220-8085-431.64-00	FY 2021-22 ECO-RAPID MEMBERSHIP	18,909.45
				\$18,909.45
PARS	48653	111-9010-419.56-41	PARS ARS FEES-JUN 2021	648.60
	48714	216-3010-415.56-41	PARS REP FEES-JUN 2021	2,459.74
				\$3,108.34
PENSKE CHEVROLET	264219	741-8060-431.43-20	VEHICLE PARTS	185.69
	264287	741-8060-431.43-20	VEHICLE PARTS	438.00
	264356	741-8060-431.43-20	VEHICLE PARTS	125.13
	264618	741-8060-431.43-20	VEHICLE PARTS	54.64
	264836	741-8060-431.43-20	VEHICLE PARTS	74.35
PSYCHOLOGICAL CONSULTING ASSOC, INC	525281	111-7010-421.56-41	OIS DEBRIEF	\$877.81
	525289	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	350.00
	525321	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	1,200.00
				\$2,750.00
PURCHASE POWER	AUGUST 2021	111-7040-421.56-41	PD POSTAGE FEES	11.97
R&P WOOD PRODUCTS INC				\$11.97
	203173	535-8090-452.61-20	TREE SUPPLIES FOR PARKS	1,478.25
RAMCAST ORNAMENTAL SUPPLY CO, INC.	929085-IN	535-8016-431.61-45	STREET LIGHT COVERS	\$1,478.25
				1,895.20
RANDALL HENRIQUEZ	72821	111-7010-421.59-15	MILEAGE REIMBURSEMENT	\$1,895.20
				17.36
REBECA MADRIGAL	72821	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$17.36
				86.80
REXEL COMMERCIAL & INDUSTRIAL	S130992864.003	535-8016-431.61-45	STREET LIGHT SUPPLIES	\$86.80
	S130992864.004	535-8016-431.61-45	STREET LIGHT SUPPLIES	214.86
				147.18
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0038336	111-7010-421.59-20	TRAINING REGISTRATION	\$362.04
				276.00
				\$276.00

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ROBERTO GUTIERREZ	72721	111-7010-421.59-15	MILEAGE REIMBURSEMENT	86.80
				\$86.80
SAN DIEGO POLICE EQUIPMENT CO.	648265	225-7120-421.74-10	AMMUNITION	1,802.07
				\$1,802.07
SOUTH COAST AIR QUALITY MGMT DISTR.	3855621	741-8060-431.42-05	BOILER/HOT WATER HEATER	880.30
	3859083	741-8060-431.42-05	FLAT FEE FOR EMISSIONS	142.59
				\$1,022.89
SOUTHERN CALIFORNIA EDISON	7/2/21-8/2/21	111-8010-415.62-10	ELECTRICITY- VARIOUS PARKING LOTS	988.76
	6/17/21-7/18/21	111-8020-431.62-10	ELECTRICITY-6900 BISSELL	71.68
	7/19/21-8/16/21	111-8020-431.62-10	ELECTRICITY-6900 BISSELL	2,449.96
	3/4/21-6/30/21	111-8022-419.62-10	ELECTRICITY-VARIOUS LOCATIONS	2,783.78
	6/2/21-6/30/21	111-8022-419.62-10	ELECTRICITY-VARIOUS LOCATIONS	2,129.18
	7/7/21-8/4/21	111-8022-419.62-10	ELECTRICITY-COURT HOUSE	1,079.26
	3/4/21-6/30/21	111-8023-451.62-10	ELECTRICITY-VARIOUS LOCATIONS	8,111.04
	6/2/21-6/30/21	111-8023-451.62-10	ELECTRICITY-VARIOUS LOCATIONS	4,689.06
	7/6/21-8/3/21	535-8016-431.62-10	ELECTRICITY-6621 WILSON AVE	35.73
	3/4/21-6/30/21	681-8030-461.62-20	ELECTRICITY-VARIOUS LOCATIONS	49,351.71
	6/2/21-6/30/21	681-8030-461.62-20	ELECTRICITY-VARIOUS LOCATIONS	25,399.81
	7/19/21-8/16/21	681-8030-461.62-20	ELECTRICITY-BEAR/FLORENCE	5,219.41
				\$102,309.38
SPARKLETTIS	15142085 081221	111-0110-411.66-05	COUNCIL DRINKING WATER	42.01
	15142085 081221	111-0210-413.61-20	ADMIN DRINKING WATER	42.01
	15142085 081221	111-1010-411.61-20	CITY CLERK DRINKING WATER	24.94
	15142085 081221	111-2030-413.61-20	HR DRINKING WATER	30.43
	15142085 081221	111-3010-415.61-20	FINANCE DRINKING WATER	65.45
	15142085 081221	111-5010-419.61-20	COM DEV DRINKING WATER	81.46
	15142085 081221	111-5055-419.61-20	CODE ENFORCEMENT WATER	54.31
	15142085 081221	111-6010-451.61-20	PARKS DRINKING WATER	167.81
	15142085 081221	111-8020-431.61-20	PUBLIC WORKS DRINKING WATER	209.69
				\$718.11
ST FRANCIS, LLC.	16610195	221-8014-429.56-41	TRAFFIC SIGNAL-JUL 2021	5,683.00
				\$5,683.00
STACY MEDICAL CENTER	3160-42738	111-7022-421.56-15	PRE-BOOKING EXAM	3,222.50
	3160-42823	111-7022-421.56-15	PRE-BOOKING EXAM	290.00
				\$3,512.50
STEPHEN DORECK EQUIPMENT RENTALS	2020-16-06	681-8030-461.76-14	WATER MAIN REPLACEMENT	114,074.80
	2020-16-07	681-8030-461.76-14	WATER MAIN REPLACEMENT	371,928.09
				\$486,002.89
SUPERION, LLC	324118	111-9010-419.33-10	JUNE 2021 CARD TRANSACTIONS	150.00
	327144	111-9010-419.33-10	JULY 2021 CARD TRANSACTIONS	211.20
				\$361.20
SUPERIOR COURT OF CALIFORNIA	JULY 2021	111-7010-415.56-10	CITATION SURCHARGE-JUL 21	21,974.50
				\$21,974.50

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TEAM MPE, INC	288423	741-8060-431.43-20	VEHICLE PARTS UNIT#182	578.45
THE GAS COMPANY	7/9/21-8/9/21	111-7024-421.62-10	CITY GAS SERVICE	\$578.45
	7/9/21-8/9/21	111-8020-431.62-10	CITY GAS SERVICE	232.86
	7/9/21-8/9/21	111-8022-419.62-10	CITY GAS SERVICE	18.47
	7/9/21-8/9/21	111-8023-451.62-10	CITY GAS SERVICE	107.94
TIREHUB, LLC	19145634	741-8060-431.43-20	TIRE PURCHASE	151.55
	20772255	741-8060-431.43-20	TIRE PURCHASE	\$510.82
TOMASA QUINTERO	5531	111-0000-321.10-20	BUSINESS LICENSE REFUND	1,027.53
TOTAL CLEAN				398.79
				\$1,426.32
TOTAL CLEAN	M06385	219-8085-431.43-21	PRESSURE WASHER FOR YARD	12.00
	M06385	741-8060-431.43-20	PRESSURE WASHER FOR YARD	\$12.00
U.S. ARMOR CORPORATION				2,477.87
				2,477.87
U.S. ARMOR CORPORATION	34249	111-7022-421.61-24	BULLETPROOF VESTS	\$4,955.74
				697.26
ULINE	137381672	239-0272-463.57-91	FOOD PANTRY SUPPLIES	\$697.26
UNDERGROUND SERVICE ALERT OF SO CAL				795.40
				\$795.40
UNDERGROUND SERVICE ALERT OF SO CAL	720210130	221-8014-429.56-41	UNDERGROUND DIG ALERT	382.90
	DSB20203613	221-8014-429.56-41	STATE REGULATORY FEE	104.51
UPS	0000F911X6341	111-7010-421.61-20	PD SHIPPING FEES	\$487.41
URBAN FUTURES INCORPORATED	CD20211007	216-3010-415.56-41	POB- CONTINUING DISCLOSURE AGENT	24.80
VALLEY ALARM				\$24.80
				2,150.00
				\$2,150.00
	1009092	111-8020-431.56-41	ALARM SYSTEM-JUL 2021	664.94
	1013732	111-8020-431.56-41	ALARM SYSTEM-AUG 2021	664.94
	1009092	111-8022-419.56-41	ALARM SYSTEM-JUL 2021	665.73
VALLEY ALARM	1013732	111-8022-419.56-41	ALARM SYSTEM-AUG 2021	665.73
	1009092	111-8023-451.56-41	ALARM SYSTEM-JUL 2021	715.28
	1013732	111-8023-451.56-41	ALARM SYSTEM-AUG 2021	715.28
VERIZON WIRELESS	9885296913	111-6010-451.56-41	PARKS SIM CARD 7/2/21-8/1/21	\$4,091.90
VERIZON WIRELESS	9885296913	111-8010-431.53-10	PUBLIC WORKS CELL SRVC 7/2/21-8/1/21	38.01
	9885296913	111-8095-431.53-10	I PARK SIM CARD 7/2/21-8/1/21	746.96
	9885296913	681-8030-461.53-10	SPLASH PAD SIM CARD 7/2/21-8/1/21	646.17
VISION SERVICE PLAN-CA	812837665	111-0000-217.50-30	RETIREE VISION BENEFIT-AUG 2021	190.05
VISION SERVICE PLAN-CA	812837668	111-0000-217.50-30	ACTIVE VISION BENEFIT-AUG 2021	\$1,621.19
				89.36
VULCAN MATERIALS COMPANY	73039009	221-8010-431.61-21	HOT ASPHALT & EMULSION	3,345.46
	73046339	221-8010-431.61-21	HOT ASPHALT & EMULSION	\$3,434.82
				1,019.48
				836.03
				\$1,855.51

**City of Huntington Park
Demand Register
WR 9-7-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WATER REPLENISHMENT DISTRICT OF	JUNE 2021	681-8030-461.41-00	GROUNDWATER-JUNE 2021	111,876.34
WEST & ASSOCIATES ENGINEERING, INC	1008.16.21-02A	111-8031-433.76-17	CATCH BASIN INSPECTION	\$11,876.34
	1008.16.21-02B	111-8031-433.76-17	MS4 COMPLIANCE SRVCS	23,500.00
				18,500.00
				\$42,000.00
WEST GOVERNMENT SERVICES	844795382	111-7030-421.56-41	INVESTIGATION INFORMATION	742.61
	844874823	111-7030-421.56-41	INVESTIGATION INFORMATION	71.59
				\$814.20
WEX BANK	73333432	741-8060-431.62-30	PD FUEL PURCHASE	482.92
				\$482.92
WHITTIER FERTILIZER CO.	374046	535-8090-452.61-20	PARK STATUE SUPPLIES	1,361.72
				\$1,361.72
XEROX FINANCIAL SERVICES	2738175	111-8020-431.43-05	PW COPIER 7/17/21-8/6/21	59.98
	2738175	285-8050-432.43-05	PW COPIER 7/17/21-8/6/21	59.98
	2738175	681-8030-461.43-05	PW COPIER 7/17/21-8/6/21	60.00
				\$179.96
XPRESS WASH INC	13635	741-8060-431.43-20	CAR WASH SRVC-JULY 2021	1,675.00
				\$1,675.00
YOUNG JIN KIM	24061-37410	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	1,916.87
				\$1,916.87
YMCA OF METROPOLITAN LOS ANGELES	07272021	239-0272-463.57-91	FOOD DISTRIBUTION BOXES	10,000.00
				\$10,000.00
ZUMAR INDUSTRIES, INC.	93944	535-8090-452.61-20	VETERANS PARK SIGN	1,863.04
				\$1,863.04
				\$2,343,057.23

ITEM NO. 3



CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

September 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW CLASS SPECIFICATION FOR THE POSITION OF DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-24 – A Resolution of the City Council of the City of Huntington Park Approving New Class Specification for the Position of Director of Communications and Community Relations

BACKGROUND

Based upon the current needs of the City and the adopted budget for Fiscal Year 2021-2022, a new class specification was created.

The Class Specification attached to the Resolution in Exhibit A was presented to and approved by the Civil Service Commission on September 1, 2021.

FISCAL IMPACT/FINANCING

The salary range for this position is \$9,504 to \$11,667 per month. The salary and benefits for this position are included in the Fiscal Year 2021-2022 Operating Budget.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW CLASS SPECIFICATION FOR THE POSITION OF DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS

September 7, 2021

Page 2 of 2

CONCLUSION

Upon adoption of the resolution, the new class specification will be used for future recruitments.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Nita McKay', with a long, sweeping flourish extending from the bottom.

NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Resolution No. 2021-24 – Approving New Class Specification for the Position of Director of Communications and Community Relations

ATTACHMENT A

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RESOLUTION NO. 2021-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK APPROVING NEW CLASS
SPECIFICATION FOR THE POSITION OF DIRECTOR OF
COMMUNICATIONS AND COMMUNITY RELATIONS**

WHEREAS, the City of Huntington Park has recently created a new classification to meet the needs of the City; and,

WHEREAS, a new class specification has been created for the classification attached in Exhibit A;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: The City Council of the City of Huntington Park hereby adopts and approves the class specification for:

- the position of Director of Communications and Community Relations, a copy of which is attached hereto as Exhibit A, with a salary range of \$9,504 to \$11,667 per month, Salary Grid 213.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of September, 2021.

Graciela Ortiz, Mayor

ATTEST:

Sergio Infanzon, Acting City Clerk

EXHIBIT A
CLASS SPECIFICATION

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

DIRECTOR OF COMMUNICATIONS & COMMUNITY RELATIONS

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Communications/Comm Relations
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by Civil Service Commission:
Approved by City Council:
Resolution No.:

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under the direction of the City Manager, this executive position plans, directs, manages, and oversees the activities and operations of the Communications and Community Relations Department, including citizen participation, public relations, media relations, advertising, and marketing; coordinates assigned activities with other departments and outside agencies; and other duties as assigned; and provides highly responsible and complex administrative support to the Assistant City Manager, City Manager, and City Council.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assume full management responsibility for all Communications and Community Relations Department services and activities including citizen participation, public relations, advertising, and marketing; recommend and administer policies and procedures.
- Manage the development and implementation of departmental goals, objectives, policies, and priorities for each assigned service area; recommend and administer policies and procedures.
- Establish, within City policy, appropriate service, and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Plan, direct and coordinate, through subordinate level staff, the Communications and Community Relations Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Provide support and advice to City departments, Assistant City Manager, City Manager, City Council and the Mayor regarding internal and external communications, media relations, marketing, advertising, and citizen participation.
- Analyze the communications and marketing needs of the City to assess annual long-term budgetary requirements.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

DIRECTOR OF COMMUNICATIONS & COMMUNITY RELATIONS

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	
Classification Series:	Communications/Comm Relations	Approved by City Council:	
FLSA Status:	Exempt	Resolution No.:	

- Develop proactive programs and procedures to educate the public, positively influence public opinion and make citizens better-informed voters.
- Develop crisis and emergency response programs for such situations as fires, accidents, major crimes, and aircraft crashes; modify programs as required to ensure efficiency.
- Prepare City staff for the conduct of press conferences, media events, interviews, and editorial boards; maintain awareness of regional and national issues and their effect on City operations.
- Oversee marketing, advertising, and video production operations for the City; develop marketing concepts and plans and requests for proposal; administer marketing and advertising contracts for City enterprises.
- Work with City staff in analyzing specific departmental communication needs and developing strategic communication plans and programs to meet those needs.
- Provide staff assistance to the Assistant City Manager and City Manager; prepare and present staff reports and other necessary correspondence.
- Represent the Community Relations Department to other departments, elected officials and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Explain, justify, and defend department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Participate on a variety of boards, commissions, and committees.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public relations and communications; incorporate new developments as appropriate.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints. Perform related duties as required.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services and activities of a comprehensive public or community relations program.
- Principles and practices of public communications, marketing, and advertising.
- Advanced principles and practices of program development and administration.
- Methods and techniques of strategic communication planning.
- Principles, practices, and aspects of media relations.
- Methods and techniques of contract negotiation and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

DIRECTOR OF COMMUNICATIONS & COMMUNITY RELATIONS

Civil Service Status: Exempt
 Probationary Period: At-Will
 Classification Series: Communications/Comm Relations
 FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
 Approved by Civil Service Commission:
 Approved by City Council:
 Resolution No.:

Skills:

- Possess skills to word process general correspondence, spreadsheets, and reports using a personal computer and software application.

Ability to:

- Manage and direct a comprehensive public communications program.
- Develop and administer departmental goals, objectives and procedures.
- Analyze and assess programs, policies and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns and needs.
- Plan, organize, direct, and coordinate the work of lower-level staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and techniques.
- Develop crisis and emergency response programs.
- Develop strategic communication plans and programs to meet City needs.
- Provide community outreach programs aimed at increasing citizen understanding of City operations.
- Oversee marketing and advertising operations for the City.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws and regulations.
- Work in a team-based environment to achieve common goals.
- Coordinate multiple projects and complex tasks simultaneously.
- Meet the physical requirements to perform the assigned duties safely and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, political science, public relations, marketing, journalism, or a related field. Additional related experience may be substituted for the required education on a year-to-year basis to the extent that the experience has prepared the individual to perform the duties of the position.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

DIRECTOR OF COMMUNICATIONS & COMMUNITY RELATIONS

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	
Classification Series:	Communications/Comm Relations	Approved by City Council:	
FLSA Status:	Exempt	Resolution No.:	

Experience:

Five (5) years of progressively responsible community relations, public relations, or marketing experience including three (3) years of management and administrative responsibility.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Desirable Qualification:

The ability to speak Spanish.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 7, 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 ON THE CONSTRUCTION OF THE FOOTBALL FIELD AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by JT Construction Group, Inc. on the construction of the football field at Salt Lake Park; and
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the August 6, 2019 City Council meeting, the City Council awarded the construction contract to JT Construction Group, Inc. (contractor). The project partially consisted of constructing a new football field. The construction management team has deemed the project substantially completed in accordance with the scope of work. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the football field construction as substantially completed.

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the construction of the football field as satisfactory and complete. Upon acceptance of the football field construction at Salt Lake Park, staff will file the "Notice of Completion" (Attachment 1) with the Los Angeles County Recorder's Office. This work is associated with the initial contract (Agreement 2019-08) as executed and agreed upon on August 15, 2019.

CONCLUSION

**APPROVE ACCEPTANCE OF WORK PERFORMED ON THE CONSTRUCTION OF
THE FOOTBALL FIELD AT SALT LAKE PARK**

September 7, 2021

Page 2 of 2

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

(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: **Football field at Salt Lake Park**

(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 **September 7, 2021**

(Date)

The work done was: **Construction of football field at Salt Lake Park**

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

JT Construction Group, Inc.

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

August 15, 2019

(Date of Contract)

8. The street address of said property is: **Salt Lake Park, 3401 E Florence Ave, Huntington Park, CA 90255**
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.

Ricardo Reyes, City Manager
City of Huntington Park

Date

VERIFICATION

I have read the foregoing Notice of Completion and know its content. I am the Acting City Clerk of the City of Huntington Park and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk.

Sergio Infanzon, Acting City Clerk
City of Huntington Park

Date

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ELECTRICAL CONTRACTORS TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal from qualified electrical contractors to provide traffic signal maintenance services.

BACKGROUND

The City is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal maintenance, emergency repair, non-emergency routine inspections and new equipment upgrade and installation work. The City operates and maintains sixty (60) traffic signals with a variety of traffic signal controllers, six (6) pedestrian signals and twenty-four (24) Rectangular-Rapid Flashing Beacons. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

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

RFP ISSUED	September 10, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 4, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 11, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 20, 2021
TENTATIVE CITY COUNCIL AWARD DATE	November 2, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 1, 2022
CONTRACTUAL START DATE	January 1, 2022

LEGAL REQUIREMENT

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

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ELECTRICAL CONTRACTORS TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

September 7, 2021

Page 2 of 2

QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

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

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact on the General Fund. Account 221-8014-429-56.41 Traffic Signal Contract will be utilized. After the proposals are reviewed, staff will submit a formal recommendation to the City Council for consideration.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

- A. Traffic Signal Maintenance Services RFP

ATTACHMENT A





**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Services for
Traffic Signal Maintenance Services**

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

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov

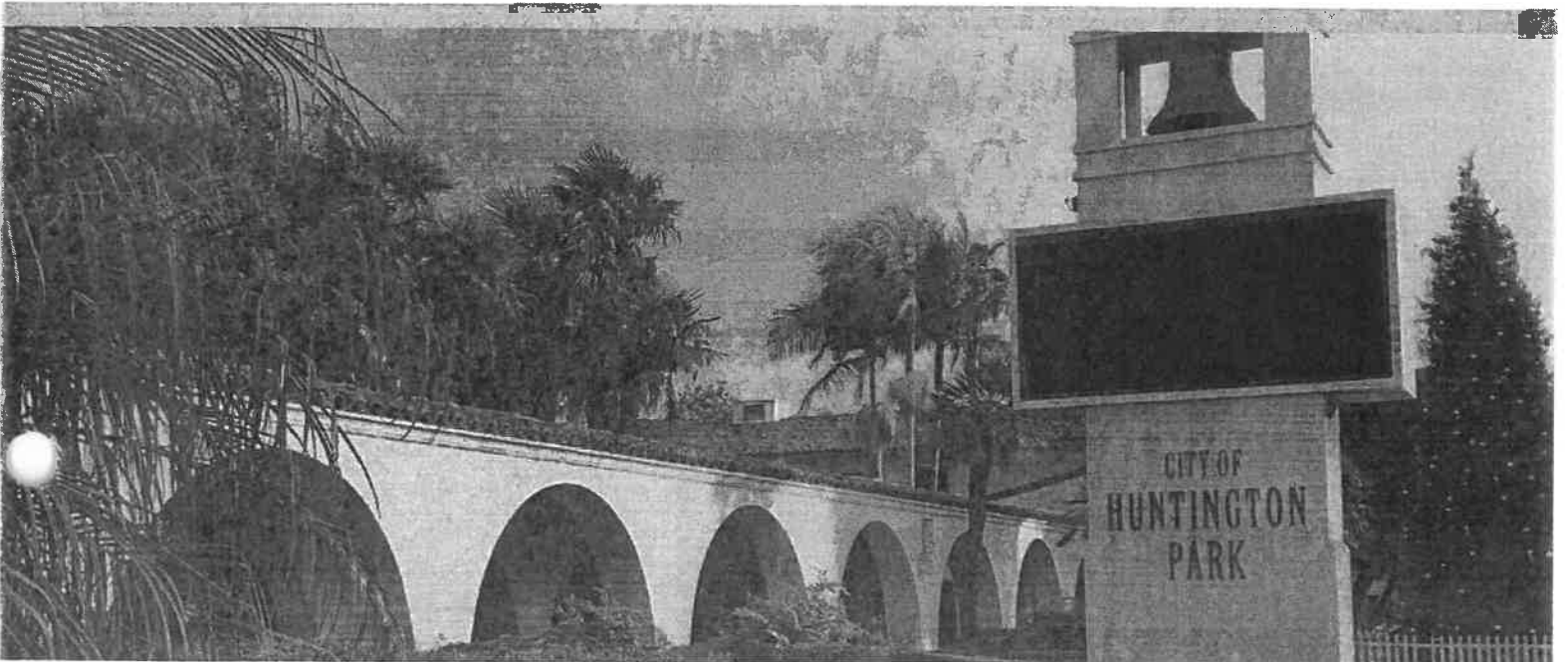


Table of Contents

1.	INTRODUCTION.....	2
2.	OVERVIEW.....	2
3.	SCOPE OF SERVICES	2
A.	Tasks –.....	3
4.	KEY PERSONNEL.....	7
5.	CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT	7
6.	INSURANCE REQUIREMENTS.....	7
7.	EVALUATION CRITERIA	7
8.	SELECTION PROCESS.....	8
9.	REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	8
10.	FEE.....	10
11.	QUESTIONS REGARDING THIS RFP	10
12.	PROPOSAL SUBMITTAL PROTOCOL.....	11
13.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION..	11

1. INTRODUCTION

The City is soliciting Request for Proposal (RFP) from qualified electrical contractors to provide traffic signal maintenance, emergency repair, non-emergency routine inspections and new equipment upgrade and installation work. The City operates and maintains sixty (60) traffic signals with a variety of traffic signal controllers, six (6) pedestrian signals and twenty-four (24) flashing beacons and Rectangular-Rapid Flashing Beacons. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

2. OVERVIEW

The selected contractor will be required to have qualified electrical technicians that have demonstrated experience with traffic signals and other electrical equipment. The contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical and solar powered operation network. The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism and other factors that may result in the need for emergency responses maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

Under the direction of the Director of Public Works, the consultant would serve as staff extension to the Public Works Department and would provide a wide range of expertise necessary to carry out the normal functions of traffic signal maintenance and related electrical equipment diagnostics and repairs. All services provided by the consultant shall be performed by individuals that meet the qualifications, education and certification licensing requirements for the position. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation

systems. The term of the agreement shall be for three (3) years from the date of the execution of the agreement, with the option for two (2) one (1) year extensions.

A. Tasks –

- Contractor shall provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, and other related equipment by duly trained and qualified personnel. The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below:
 - A Letter of Introduction to include its understanding of the scope of services.
 - The firm's approach to delivering the scope of services.
 - Brief company profile and number of years the firm has been in business.
 - Location of principal office that will be responsible for the implementation of this contract.
 - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
 - Cost Proposal (including hourly rate) for Services.
 - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
 - Include any critical paths for timely and competent completion of all work contemplated under this RFP.
 - Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions.
 - Conduct scoping meeting with City to discuss any deviation from initial tasks.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable.

- The contractor shall provide and maintain emergency service response of the City's traffic signals, safety street lights, and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.
- The contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of appropriate communications for extended periods of time with the Contractor's shop or with City staff.
- The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, safety street lights, and flashing beacons in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.
- The Contractor shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD).
- The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirements to the City. The contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City.
- Maintenance Requirements
 - a. Preventive Maintenance

- The Contractor shall provide a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a preventive maintenance checklist form approved by the City. The contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records. The program shall include monthly inspections of each signalized intersection.
- At a minimum, the following shall be performed:
 - a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display.
 - b) Examine the functioning of the controller in relation to the traffic.
 - c) Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
 - d) Inspect all relays, switches, and terminals, etc. and replace or adjust as necessary.
 - e) Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
 - f) Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
 - g) Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.

- The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.
- The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal in this Solicitation. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.
- The Contractor shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:
 - Preventive Maintenance: Time and date the preventive maintenance was performed.
 - Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
 - Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.
- The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible

with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

- New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

•

4. KEY PERSONNEL

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

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Departmental of Industrial Relations opinions and interpretations relative to traffic signal maintenance. Failure to comply with the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (45%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Cost (45%) – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST
FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL**

ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

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

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

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

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

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

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform

tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

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

10. FEE

The Fee Schedule/Cost Proposal (Attachment 4) shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Professional Services for Traffic Signal Maintenance Services**" and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 4, 2021**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **5:00 PM, OCTOBER 11, 2021**. Responses to the Questions may also be emailed to every individual that has downloaded the RFP directly from the City's website.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, OCTOBER 20, 2021** to:

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

Late proposals will not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – FEE SCHEDULE

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	September 10, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 4, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 11, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 20, 2021
TENTATIVE CITY COUNCIL AWARD DATE	November 2, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 1, 2022
CONTRACTUAL START DATE	January 1, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

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

IV,
INSURANCE

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

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

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

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

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

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

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

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

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

V. INDEMNIFICATION

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

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

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

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

- 6.3 SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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



SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Agent or Broker
Name & Address

CONTACT
NAME: _____
PHONE: () - / -
FAX: () - / -
E-MAIL: _____
ADDRESS: _____

INSURED
Insured Name & Address

INSURER(S) AFFORDING COVERAGE

INSURER A	INSURER B
INSURER C	INSURER D
INSURER E	INSURER F

COVERAGES

CERTIFICATE NUMBER	REVISION NUMBER
Policy Number	Current Policy Period
Policy Number	Current Policy Period
Policy Number	Current Policy Period

General Liab.
Each Occurrence: \$2,000,000
Damage to Rented Premises: \$1,000,000
Med Exp: \$5,000
Personal & Adv Injury: \$1,000,000
General Aggregate: \$4,000,000
Products: \$1,000,000

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

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

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

CERTIFICATE HOLDER
City of Huntington Park
6550 Miles Avenue
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
SIGNATURE

ACORD 25 (2016/03)
The ACORD name and logo are registered marks of ACORD

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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

ATTACHMENT 4 – FEE SCHEDULE

**COST PROPOSAL
FLAT RATE MAINTENANCE SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Total Annual Amount
I.	Preventive Maintenance 60 (Traffic Signal System: includes safety lights & illuminated street name signs)		Per Intersection	\$ _____	\$ _____
II.	Pedestrian Signals: 6		Per location	\$ _____	\$ _____
III.	Rectangular-Rapid Flashing Beacons: 24		Per location	\$ _____	\$ _____

Special Note: The flat rate fee represents total compensation for all labor, material, equipment, and vehicles necessary to provide the corresponding tasks.

TOTAL PROPOSAL ITEMS (I, II, and III) \$

**COST PROPOSAL SCHEDULE "B"
SCHEDULED REPAIR SERVICES**

Item No.	Description	Unit Price
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ _____ Per loop
2.	Replace Type A Detector Loop (5 or more loops)	\$ _____ Per loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ _____ Per loop
4.	Replace Type D Detector Loop (5 or more loops)	\$ _____ Per loop
5.	Replace Video Detection Unit	\$ _____ Per unit
6.	Vehicular LED Face Replacement	\$ _____ Per Face
7.	Pedestrian LED Face Replacement (Countdown Display)	\$ _____ Per Face
8.	Replace Pedestrian Push Button	\$ _____ Per Button

Special Note: The unit price represents total compensation for all labor, material, equipment, and vehicles necessary to complete the corresponding task. For any work not listed on Schedule B, the Contractor shall submit a cost proposal to the City prior to performing the work.

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 7, 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 AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a 5-year professional services agreement (PSA) with an option to renew automatically for an additional five-year term to Express Transportation Services, LLC for Demand Response Transportation Services as the most qualified firm;
2. Negotiate and Award the PSA for a not-to-exceed amount of \$841,750 for FY 2021/2022 Budget, payable from Account No. 219-8085-431.56-45; and
3. Authorize the City Manager to negotiate and execute the PSA.

BACKGROUND

Dial-A-Ride is a shared, curb-to-curb transportation service provided for residents who live in Huntington Park, who are 65 years and older, disabled or for those under 60 years with an Access membership or a Reduced Fare TAP card. The program operates seven days a week, twenty-four (24) hours a day, including Holidays. Each participant is entitled to a maximum of 30 trips per month. Participants reserve a trip up to two (2) weeks in advance, specifying the time of pick-up and destination for a one-time only trip. Dial-A-Ride (DAR) service travels anywhere within the Huntington Park City boundaries, including transportation within a two (2) mile radius of the City's borders and at the following locations:

Designated Satellite Facilities:

- a) Kaiser Medical, 9333 Rosecrans Ave., Bellflower
- b) Medical Offices, 9400 Rosecrans Ave., Bellflower
- c) Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
- d) US Veterans Center, 5400 E. Olympic Blvd., Commerce
- e) Medical Offices, 8043 2nd Street, #105, Downey
- f) PIH Medical Offices, 11411 Brookshire Ave., Downey

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

September 7, 2021

Page 2 of 4

- g) PIH Medical Offices, 11480 Brookshire Ave., Downey
- h) PIH Health Hospital, 11500 Brookshire Ave., Downey
- i) Medical Offices, 11525 Brookshire Blvd., Downey
- j) Medical Offices, 8317 Davis St., Downey
- k) Health Care Partners, 8311 Florence Ave., Downey
- l) Downey Dialysis Center, 8630 Florence Ave., Downey
- m) Kaiser Medical, 9333 E. Imperial Hwy., Downey
- n) Kaiser Medical, 9449 Imperial Hwy., Downey
- o) Care More Medical Group, 9040 Telegraph Rd, Downey
- p) East Los Angeles Doctors Hospital, 4060 Whittier Blvd., Los Angeles
- q) Martin Luther King Hospital, 12021 Wilmington Blvd., Los Angeles
- r) St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
- s) St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
- t) Lynwood Medical, 3737 Martin Luther King Blvd., Lynwood

- **Disallowed Sites Outside City:**

- a) 8017 South Atlantic, Cudahy CA 90201 (K-Mart)
- b) 4651 Firestone Boulevard, South Gate CA 90280 (Wal-Mart)
- c) 4827 Firestone Boulevard, South Gate CA 90280 (Azalea Shopping Center)
- d) 5871 Firestone Boulevard, South Gate CA 90280 (Sam's Club)
- e) 100 Citadel Drive, Commerce CA 90040 (Commerce Citadel)

DAR, also known as paratransit, is a valuable transportation service for our seniors, people with disabilities, and those who cannot use the standard fixed route transit systems to travel to medical appointments, employment, school, or even just buying groceries. Many of the vehicles used are wheelchair-compatible and equipped to accommodate riders with different physical needs for boarding and unloading. Most, if not all, DAR transit services are priced for the riders at a cost comparable to that of a regular transit services, which allows those living on a fixed income to be able to afford to use our service. DAR service is a vital supplemental service to the City's fixed route transport service.

On August 11, 2021, proposals for Demand Response Transportation Services were submitted to the City Clerk's Office. Staff reviewed the proposals for consistency with the published request for proposal (RFP). Staff conducted telephone interviews on August 25, 2021 with the two (2) proposers. Interview questions included asking the proposers to provide perspective on customer service, fee schedule structure, financial stability and the ability to service the community based on their respective rate schedules. Staff also asked the proposers if they thought that they had met the requirements of the RFP. Additional information was requested from Fiesta Taxi during the interview session for clarification purposes.

The following is the cost to provide DAR services.

- **Fiesta Taxi:**
 - \$497,700/annual plus meter rates and other fees (estimated based on assumptions and projections) – Years 1 & 2

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

September 7, 2021

Page 3 of 4

- \$594,000/annual plus meter rates and other fees (estimated based on assumptions and projections) – Year 3 thru 5
- Express Transportation Services, LLC: \$799,000/annual – Year 1 thru 5

Approximately 35% of all ridership is outside of the 2-miles radius of Huntington Park for medical appointments. In essence, Fiesta Taxi has a fare system that includes wait time, flag drop and a mileage-based fee structure. The estimated \$12.00 average cost per trip appears to be an average of the remaining 65% of the inside 2-miles radius. Per Fiesta-Taxi's website (<https://www.fiestataxi.com/rates.html>), the base-fee is \$2.65 and each mile is \$2.45. The cost for a cab to wait per hour is \$26.53.

Costs of providing even the most basic paratransit services continue to climb according to National Transit Database (NTD) statistics. Between 2015 and 2018, the average cost per paratransit trip increased by almost 20%. Per the Eastern Los Angeles Regional Center, "ADA Paratransit service in Los Angeles County has an average trip cost of \$30.00."

Fiesta Taxi's average trip cost is \$12.00 and Express Transportation Services, LLC is \$22.50. While Fiesta Taxi's average of \$12.00 (based on an estimate), the findings indicate that the number of trips outside of the 2-mile radius coupled with the financial statements supplied with their RFP response, would indicate that the company has not met a fiscal balance that would be productive for the City to engage in a multi-year contract. Based on average amount of miles that the program is used by the city's residents and all the additional fees that Fiesta Taxi has to include; wait time fee, flag drop fees, and a mileage-based fee structure, the City calculates that Fiesta Taxi will significantly exceed our annual Budget for FY 2021-2022 amount of \$841,750.

Fiesta Taxi classified itself as a share-holder cooperative, whereby independent owners own their own respective units outright (or own multiple independent units) and therefor are not employees of Fiesta Taxi. Staff's opinion is that Fiesta Taxi did not meet the goals, objectives and requirements of the RFP.

Staff utilized Qualifications-Based Selection (QBS) as the procurement process. This competitive contract procurement process differentiates the key elements that structure a proposal and procurement of contract services in not solely based on price and is not the determining factor in selection. Price will be taken into consideration, though not for the purposes of determining the most suitable and qualified provider of services.

Staff's evaluation of the two transportation service providers yielded a concurrence for recommendation to the City Council. Paratransit services is essential to this community. Overall, Express Transportation Services, LLC provided the most responsive proposal. Express Transportation Services, LLC's familiarity with our City and community needs is of the utmost importance and the recommendation from staff is to execute a PSA for Demand Response Transportation Services with Express Transportation Services, LLC.

LEGAL REQUIREMENT

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSPORTATION SERVICES

September 7, 2021

Page 4 of 4

The Americans with Disabilities Act (ADA) requires transit agencies to provide alternative transportation which supplements the City's public transit system for people with disabilities who are unable, because of a disability or disabilities, to independently use public transit for at least some trips. Dial-a-Ride provides people with disabilities same-day service in areas where no public transit exists.

The Federal Transit Administration is responsible to oversee the NTD. The City, along with other recipients of transportation funds, must report on an annual basis ridership statistical data. NTD collects data about the financial, operating and asset conditions of American transit systems.

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact on the General Fund. Currently, participants' share of the trip cost is \$1, payable to the driver. Funding for this program is subsidized by the Los Angeles County Metropolitan Transportation Authority. The adopted Fiscal Year 2021-22 budget appropriated \$841,750 from Account No. 219-8085-431.56-45. Staff's recommendation is to award the PSA for an annual not-to-exceed amount of \$799,000 payable from Account No. 219-8085-431.56-45 to Express Transportation Services, LLC.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

- A. Express Transportation Services, LLC Professional Services Agreement
- B. Fiesta Taxi Proposal

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT **DEMAND RESPONSE TRANSPORTATION SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th of **September, 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Express Transportation Services, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on September 7, 2021, the CITY entered into a Professional Services Agreement (the "Master Agreement") with the CONSULTANT to provide Demand Response Transportation Services [SERVICES]; and

WHEREAS, on September 7, 2021, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on September 7, 2021. CONSULTANT then commenced providing Demand Response Transportation. Dial-A-Ride (DAR) is a shared, curb-to-curb transportation service provided for residents who live in Huntington Park. who are 65 years and older, disabled or for those under 60 years with an Access membership or a Reduced Fare TAP card. The program operates seven days a week, twenty-four (24) hours a day, including Holidays. Each participant is entitled to a maximum of 30 trips per month. Participants reserve a trip up to two (2) weeks in advance, specifying the time of pick-up and destination for a one-time only trip. The DAR service travels anywhere within the Huntington Park City boundaries, including transportation within a two (2) mile radius of the City's borders. Services under the terms and conditions of said Master Agreement; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of September 7, 2021.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have an initial term of Five-years (5) commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a Five-year (5) extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$799,000 DOLLARS per year or \$66,583.33 per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar

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

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Victor Caballero to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

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

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

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

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

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

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

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

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

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One

Million Dollars (\$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. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right

of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant

to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise

wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Express Transportation Services, LLC
Victor Caballero
6900 Bissell Street
Huntington Park, CA 90255
Phone: 323-476-7766

CITY:

City of Huntington Park
Ricardo Reyes, City Manager
6550 Mile Avenue
Huntington Park, CA 90255
Phone: 323-584-6161

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:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee

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

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

- 6.23 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first payment.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

Express Transportation Services, LLC

By: _____
[CITY MANAGER]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

**SCOPE OF WORK IS AVAILABLE FOR THE PUBLIC AT THE
CITY CLERK'S OFFICE**

ATTACHMENT B



Proposal submitted by:
FIESTA TAXI

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

For the City of Huntington Park Demand Response
Transportation Services
("Dial-A-Ride")

August 11, 2021

1. Cover Letter

August 1, 2021

Office of the City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

RE: Demand Response Transportation Services (Dial-a-Ride)

We are pleased to have the opportunity to submit a bid for the Demand Response Transportation Services for the City of Huntington Park.

Fiesta Taxi Cooperative, inc. (herein known as "Fiesta Taxi") and its management team bring to this program an unmatched history of success and innovation in taxicab-based paratransit.

Dating back to the 1970's, when United Checker Cab served as the pilot program for the current Los Angeles City Ride program, to the early 1980's, when United Checker Cab and South Bay Yellow Cab began taxi-based Dial-A-Ride programs across the South Bay, to 1992, when LA Taxi's own Operation Food Basket eventually turned into the County's Immediate Needs program, we have been at the forefront of providing quality Dial-A-Ride services at a low cost per passenger. Today, Fiesta Taxi operates fully automated, GPS-based swipe card Dial-A-Ride programs in 16 cities. In total, Fiesta and its sister fleets operate 22 municipal transportation contracts. **No other company to claim to serve over 1/4 of the Dial-A-Ride programs in the County of Los Angeles with an excellent record of service.** Huntington Park launched the use of the swipe card system with Fiesta Taxi in 2007.

The City of Huntington Park benefited from on-time service that exceeded any reasonable standards applied to a Dial-a-Ride program. There were two major reasons for our high on-time percentage. The first reason for the on-time service is that the vehicles are GPS dispatched and this allows the closest cab to serve a cab order. Secondly, there are 128 vehicles available to serve the Dial-a-Ride orders. Additionally, no other company has more vehicles in the program's service area. We pride ourselves on having an excellent service rate and it is impossible for any other bidder to come close to Fiesta Taxi's on-time performance.

Our proposal includes providing the City of Huntington Park access to our fleet of our 20 wheelchair-accessible vans for the transit service. The accessible taxicabs are minivans modified to meet ADA standards for accessibility. The vehicles will not only be available to the participants of the program, but also to the residents and visitors of the City of Huntington Park. In addition, the residents of Huntington Park will be able to use the wheelchair accessible vans from our other Dial-A-Ride programs in nearby communities. It is the policy of Fiesta Taxi to subsidize the purchase and operating costs of dedicated wheelchair vans and to provide additional incentives as needed to drivers who service the passengers requiring wheelchair accessible transportation. The funds needed for these incentives are taken from the administrative fee.

Participants can trust that they will be serviced by a friendly and courteous driver who has undergone Department of Justice background checks and every year must pass a federally certified drug and alcohol exam, which includes prescreening, random screening, annual screening, and suspicion-based screening. Drivers must also go through extensive training by our trainers who are certified by the National Safety Council as Defensive Driving Course (DDC)-IV instructors.

To provide measures of accountability with real time data, we propose to continue utilize MJM Innovation's (MJM) EZTransport® swipe card system. Huntington Park was the first city in Los Angeles County to use the system in 2007. MJM's web-based tools for account management, reporting, and provider billing will be immediately available for City staff. **Each trip is available for review as it occurs.** The proposal is attached into the Other Information section.

With taxicab-based Dial-a-Ride, the city enjoys a lower cost per passenger, while the passenger enjoys a higher level of service. **The service rates will be based on a meter rate and not an hourly rate. In 2015-2016, our average trip cost for the year was \$10.92 compared to over \$24 per trip the city is currently paying. Our average trip cost will be \$12 which is still 50% lower than what you are currently paying. We can provide double the number of trips for your current cost.**

Fiesta Taxi can easily provide service during the program hours as defined in the RFP, which are the following: seven days a week, fifty-two weeks per year, between 5:00 a.m. and 11:00p.m., including all holidays. However, if the city prefers to adjust their hours, we can easily manage that change with the web-based software from MJM.

We understand the transportation services that the City of Huntington Park is seeking, and we are committed to provide excellent service to the City of Huntington Park and its residents. Fiesta Taxi will provide the city a turnkey operation.

The following proposal is valid for 60 days. Fiesta Taxi accepts the City's standard contract.

Sincerely,



Marco A. Soto
Vice President of Public Affairs/Director of Operations
Fiesta Taxi Cooperative, Inc.
1515 W. 190th St Suite 250
Gardena, CA 90248
Phone: (310) 851-5050 Fax: (310) 327-1703 email: msoto@layellowcab.com

2. Table of Contents

Contents

1. Cover Letter.....	2
2. Table of Contents.....	4
3. Scope of Work.....	6
Knowledge of Service Area and Associated Scope of Work	6
Performance Standards.....	8
Description of Workforce	8
Accident and Incident Reports	8
Complaints.....	8
Operating Policies and Procedures	8
Fare Collection Process	9
Passenger Pickup/Destination Logs	9
“Back-up” vehicles/or Subcontractors	9
Driver Qualifications/ Training Programs	9
Driver Onboarding Process	10
Drug Testing.....	11
Safety.....	13
Sensitivity Training Program	13
Anti-Harassment Training.....	16
Transition Plan.....	16
Facilities, Resources and Equipment Maintenance.....	16
The Vehicle Maintenance Center.....	16
Vehicle Inspection Procedures Including Problem Handling	19
Order Taking and Dispatch	20
CCSI’s Advanced Phone Switch.....	21
Call Taking and Order Entry Process.....	21
Dispatch Process	29
Dispatch Technical Details.....	30
Dispatch Data Storage	31
Vehicle Cleanliness.....	32

4.	Schedule.....	33
	Cabs/Drivers:.....	33
	Dispatch:.....	33
	Accounting Staff:.....	33
	Operations Staff:.....	33
	Marketing Staff:.....	33
	Project Liaison:	33
	General Manager.....	34
	Dispatch Center Staffing Structure and Plan Including Deployment Scheduling:.....	34
5.	Project Team, Key Personnel.....	35
	Key Personnel: Resumes and Qualifications.....	35
	Resumes.....	37
	ORGANIZATIONAL CHART.....	40
6.	Company Qualifications.....	41
	Experience and Qualifications of Firm and Personnel.....	41
7.	References.....	42
8.	City's Standard Contract Services Agreement.....	44
9.	City's Standard Insurance Requirements.....	45
10.	Other Information	46
	Addendum #1.....	47
11.	Proposal Price Sheet.....	48
	Parts and Materials.....	49

3. Scope of Work

Fiesta Taxi is highly experienced in providing transportation services and our primary business is taxi based. In the areas served by Fiesta Taxi, 24 of the cities, have opted for a taxi-based Dial-A-Ride transportation for their resident's needs, of those 22 are active programs. Nearly all of the Dial-A-Ride programs serviced by Fiesta Taxi have elected to change from a coupon-based system to a swipe card system. The cities can be assured that they will be provided with timely service that can be tracked to provide the city with accurate trip data. The following is a list of cities that use Fiesta Taxi or its sister fleets for all or a portion of their Dial-A-Ride/paratransit programs:

1. Artesia
2. Bell
3. Bell Gardens
4. Carson
5. City Ride – Los Angeles
6. Cudahy
7. El Monte* COVID Transportation Program
8. Hermosa Beach
9. Inglewood*
10. LA County Taxi Program
11. Lomita
12. Lynwood
13. Manhattan Beach
14. Montebello
15. Monterey Park
16. Norwalk
17. Palos Verdes
18. Paramount
19. Pico Rivera
20. Santa Fe Springs*
21. Signal Hill
22. South El Monte* COVID Dial-A-Ride and Food Delivery
23. South Gate
24. Torrance

*Denotes programs that do not use the MJM system

Knowledge of Service Area and Associated Scope of Work

Fiesta Taxi proposes to manage and operate the Demand Response Transportation Service.

The central theme of Fiesta Taxi's proposal is as follows: To provide a complete transportation system that will be innovative, cost effective, and maximizes the level of service to the City's senior and disabled residents.

Fiesta Taxi will provide all management and operational functions necessary for the successful operation of the program including vehicles, drivers, dispatch service, reservations,

insurance, fuel, and maintenance. The Demand Response Transportation Service will be provided to eligible users during the hours and locations mentioned below:

Service shall operate seven days a week, fifty-two weeks per year, between 5 am and 11 pm, including all holidays.

Service Area: Eligible City residents may be picked up and transported within all incorporated areas of the City of Huntington Park and sites within a 2-mile radius of the City's borders with the exception of sites outside the city primarily used for non-essential retail uses. In addition, residents may be picked up from or transported to designated satellite facilities:

- Kaiser Medical, 9333 Rosecrans Ave., Bellflower
- Medical Offices, 9400 Rosecrans Ave., Bellflower
- Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
- US Veterans Center, 5400 E. Olympic Blvd., Commerce
- Medical Offices, 8043 2nd Street, #105, Downey
- PIH Medical Offices, 11411 Brookshire Ave., Downey
- PIH Medical Offices, 11480 Brookshire Ave., Downey
- PIH Health Hospital, 11500 Brookshire Ave., Downey
- Medical Offices, 11525 Brookshire Blvd., Downey
- Medical Offices, 8317 Davis St., Downey
- Health Care Partners, 8311 Florence Ave., Downey
- Downey Dialysis Center, 8630 Florence Ave., Downey
- Kaiser Medical, 9333 E. Imperial Hwy., Downey
- Kaiser Medical, 9449 Imperial Hwy., Downey
- Care More Medical Group, 9040 Telegraph Rd, Downey
- East Los Angeles Doctors Hospital, 4060 Whittier Blvd., Los Angeles
- Martin Luther King Hospital, 12021 Wilmington Blvd., Los Angeles
- St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
- St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
- Lynwood Medical, 3737 Martin Luther King Blvd., Lynwood

Disallowed Sites Outside City:

- 8017 South Atlantic, Cudahy CA 90201 (K-Mart)
- 4651 Firestone Boulevard, South Gate CA 90280 (Wal-Mart)
- 4827 Firestone Boulevard, South Gate CA 90280 (Azalea Shopping Center)
- 5871 Firestone Boulevard, South Gate CA 90280 (Sam's Club)
- 100 Citadel Drive, Commerce CA 90040 (Commerce Citadel)

Performance Standards

Fiesta Taxi and its sister fleets have always met or exceeded the performance standards of their Dial-A-Ride contracts and will service the Demand Response Transportation Service Transportation Program in a timely manner. Our response times will be within a twenty-minute window of the scheduled pickup time; ten minutes before and ten minutes after. Average reservation hold times will be less than two minutes.

Description of Workforce

Fiesta Taxi will use its fleet of 125 vehicles with independent contractor drivers or driver-owners to service this program. The management team and administrative personnel staffing is described in the Key Personnel section of this proposal.

Accident and Incident Reports

Fiesta Taxi will require that all drivers complete an "Incident Report" if they opt to participate in the City of Huntington Park's Demand Response Transportation Service program. The reports will be submitted to the city within 24 hours of a reportable incident as defined by the city.

In addition, our Corporate Risk Manager, Jovan Ivosevic, will be given the contact information of the Huntington Park city official in charge of receiving accident reports so they are promptly reported to the city.

Complaints

Fiesta Taxi will keep a log of the complaints received from program participants. All complaints received by Fiesta Taxi will be responded to within five (5) working days of the time the complaint is received. The responses will be on a form that specifically addresses the complaint and explains the circumstances surrounding the complaint. A copy of each letter sent by Fiesta Taxi responding to complaints will be sent to the city.

Operating Policies and Procedures

When it comes to "industry best practices," Fiesta Taxi and its sister fleets are at the forefront. For decades, our fleets have pushed forward with technology ahead of our competitors. We were the first in greater Los Angeles with computerized dispatching, the first with GPS closest cab dispatching, the first with Internet ordering of taxicabs, and then smart-phone app ordering of taxicabs.

Beginning in 2007, we began to move our Dial-A-Ride programs to the completely paperless fully automated swipe card system operated by MJM. This system gathers nearly 40 fields of data about orders and trips in real time, from our dispatch system and from the equipment inside the taxicab. Over the course of a trip, our system receives computerized confirmation that a passenger is on board, complete with time/day/GPS stamping and beginning odometer reading, computerized gathering of information during the trip, and computerized confirmation of the

drop off, also with time/day/GPS stamping and ending odometer reading. None of this information gathering requires any extra work by the driver, the passenger, or the city.

The database maintained by Fiesta Taxi, accessible by the city, contains all the necessary fields to run reports to create histories by passenger, by vehicle, or by driver.

Fare Collection Process

Passengers who are eligible registered users with a swipe card or voucher will pay \$1.00 for their portion of the fare to the driver. The City may change the fares at its discretion as needed.

Passenger Pickup/Destination Logs

Fiesta Taxi will capture the passenger pick up and drop off information from the vouchers collected by drivers and in the Data the MJM card provides.

The fields created over the course of each trip will allow a complete and accurate report to be prepared concerning each passenger, vehicle, or driver. These include the passenger's name, full pickup address, full drop off address, fare, and time of pickup and drop off.

Fiesta Taxi provides the city with all the information needed to review each trip and will mail out new cards for new participants.

With a removable front seat and no middle seat, the vans are very flexible, and the passenger can choose where in the vehicle they want to ride.

For the passenger, there are three main advantages to these modified vans when compared to larger cutaway vans. First, the passenger trip is handled in the same way as other taxicab passengers – in a straight line from point of pick-up to point of drop-off. Thus, the passenger's transportation time can be minimized. Second, minivans are much more comfortable and pleasant to ride in compared to cutaways. Third, the minivans are much easier, quicker, and safer.

"Back-up" vehicles/or Subcontractors

Fiesta Taxi fully operates this contract with no problem.

Driver Qualifications/ Training Programs

To ensure that we contract only with safe drivers to operate our taxicabs, our driver screening process ensures that no driver takes the wheel before his or her driving record from the Department of Motor Vehicles has been thoroughly reviewed by using a K-4 report. All drivers in all fleets have a valid California's driver's license of the appropriate class. No candidate whose driving privileges are on probation, no candidate with more than two points on his or her driving record in the last year or three points in the last five years, and no candidate with any of the following violations will be permitted to drive: (a) driving under the influence of alcohol or drugs appearing on the record; (b) driving with a suspended license; (c) reckless driving; or (d) other serious offense.

Drivers must also maintain a good driving record after they begin driving a taxicab. Administrative Services Cooperative, Inc (herein known as "ASC") fleets are among the few taxicab operators that enroll every one of their drivers in the California Department of Motor Vehicles' Pull Notice Program, which provides immediate notification of any incidents that affect each driver's driving record. If a driver is involved in an accident or cited for a moving violation, the company learns of this fact regardless of whether the driver discloses it to us. This has enabled the company to identify drivers with poor driving records on an ongoing basis and take immediate corrective action.

Prior to beginning service with the Demand Response Transportation Service program, all drivers are subject to a criminal background check. The background checks include all types of motor vehicle, felony, misdemeanor arrests and convictions. Background checks comply with all applicable state and federal regulations. The background check is a live scan fingerprint-based check conducted by a law enforcement agency and includes a California Department of Justice check. All background checks will be performed at a minimum of once every two years and all documentation will be available to City of Huntington Park personnel upon request.

After this screening, as discussed below and in other parts of the proposal, the driver is thoroughly trained on safety and company procedures.

All drivers can effectively communicate in English and are required to treat all passengers with kindness, courtesy, and respect. Fiesta Taxi acknowledges that any drivers who are found not able to effectively communicate in English may be immediately removed from servicing the Demand Response Transportation Service program.

Fiesta Taxi also acknowledges that the city may require, at its own discretion, that any driver be removed from transporting the Demand Response Transportation Service program participants for excessive complaints, rudeness, or other inappropriate behavior or appearance.

Additionally, all Fiesta Taxi drivers must meet their peer-approved standards of dressing in a conservative and safe manner. Fiesta Taxi will provide Huntington Park a copy of our company appearance policy upon city's request. All drivers will maintain good hygiene and grooming standards.

Driver Onboarding Process

Below are documents needed for our drivers to be processed:

1. Original Training
2. Access Training
3. Driver Test
4. A copy of Driver License
5. A copy of Pull Notice
6. A copy of Driver Permit
7. Medical Card
8. Live Scan Confirmation Request
9. A copy of K-4
10. Sexual Harassment Training
11. Sensitivity and Apathy Training

12. Drug and Alcohol Acknowledgement
13. Drug Program Certificate from Norton Medical

Drug Testing

Fiesta Taxi complies with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 29); California Government Code Section 8350 *et seq.* (Drug-Free Workplace Act of 1990); California Vehicle Code Section 34520.5; and the U.S. Department of Transportation "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655). Since these rules are periodically revised and amended, Fiesta Taxi also revises and amends its policy accordingly to maintain compliance. Our drug testing policy is included after Attachment I in the proposal packet.

Drug and Alcohol Testing of Fiesta Taxi drivers are performed under a contract with Norton Medical or a similar professional, approved firm specializing in drug testing. Drivers are tested (1) prior to receiving permission to drive for the first time, (2) annually prior to their permit renewal, (3) when involved in an accident, (4) for cause when drug or alcohol use is suspected, and (5) randomly in accordance with federal guidelines.

The drugs that Fiesta Taxi currently tests for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen shall be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/NIS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR part 40.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device operated by a trained breath alcohol technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee or driver who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for eight hours unless a retest results in a measure of less than 0.02. An alcohol concentration of 0.04 will be considered a positive alcohol test and in violation of Fiesta Taxi policy.

An authorized independent clinic or laboratory conducts all tests and collection of samples. A strict Chain-of-Custody is enforced on all tests including the use of a Medical Review Officer before any results may be reported to the company. Tests are to be conducted within a specified amount of time from notification that a test is required. Any employee or driver that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

Fiesta Taxi agrees to produce any documentation necessary to establish its compliance with the above-mentioned statutes and permit any authorized representative of the city or any other governmental entity to inspect the facilities and records associated with our drug and alcohol testing program as required by statute.

Fiesta Taxi will submit quarterly drug and alcohol testing reports to the drug and alcohol consultant designated by the city of Huntington Park. Additionally, Fiesta Taxi will submit an annual report to the designated drug and alcohol consultant. A copy of the Fiesta Taxi's Drug and Alcohol Policy can be received upon city's request.

Safety

Fiesta Taxi's standards concerning driver safety records are excellent. ASC's driver training program, through which all Fiesta Taxi drivers must pass, is conducted by trainers, all of whom have been certified by the National Safety Council as Defensive Driving Course (DDC)-IV instructors. As such, they have been certified to teach independent contractor drivers a complete course in defensive driving.

The following driver training program outlines provides an overview of the material covered when new drivers receive their initial training. Taxicab drivers must successfully complete the following:

- Map Reading. Drivers learn how to get from point to point using the Thomas Brothers Mapbook (which is integrated into Fiesta Taxi's computerized dispatch system). Drivers learn many points of interest, including hotels, places of entertainment and parks, and how to distinguish between streets of similar names. The instructor emphasizes skills in identifying alternate routes to and from a location, and identifying the most direct and fastest routes, and which routes to avoid depending on conditions.
- Taxicab Rules and Regulations. This class covers the rules of the various cities that the driver drives in. Among other rules, drivers learn to identify the boundaries of the areas in which they are authorized to provide taxicab service.
- Computerized Dispatch System. Drivers learn how to operate the Mobile Data Terminal in each taxicab.
- Company policies, procedures and paper processing, and Dial-A-Ride rules and regulations.
- Driver Safety and Traffic Accident Procedures, which is taught by NSC DDC-IV certified trainers.
- Unlawful/Sexual Harassment Training for Independent Contractors
- Customer Relations is taught by a member of our Marketing Department who explains how to treat customers and develop business.
- Sensitivity Training. The day ends with 2 hours of Sensitivity Training, discussed below.
- Behind the wheel training with an experienced driver.

All drivers must complete comprehensive training on the various Dial-A-Ride programs rules on how to service different types of orders. The drivers must learn the hours of operation, types of payment and they receive a training manual for their records once they complete the course. A Dial-A-Ride attribute is given to drivers who complete this training.

Sensitivity Training Program

In addition to the above, all Fiesta Taxi drivers are required to attend the company's Sensitivity Training Program that deals with the issues that can arise when working with individuals with various disabilities and how they overcome the obstacles to mobility. The program teaches drivers exactly what type of assistance individuals may or may not need. It also addresses the feelings and frustrations commonly experienced by people with disabilities and prepare the drivers on how to deal with them. The training program is developed around two main topics:

1) Understanding the Capabilities and Needs of Special Passengers. This course is on videotape and is broken down into eight modules that are viewed individually. The modules include, a) Spinal cord injuries, strokes, and other mobility impairments; b) Mental retardation and autism; c) Vision impairments; d) Hearing impairments; e) Neuromuscular conditions; f) Epilepsy or seizure disorders; g) Alzheimer's disease; and h) Conditions related to aging.

When each module has been viewed, the drivers discuss what they have learned and any past experiences they may have had. This course also teaches the procedures to load and unload wheelchair passengers into and out of our vehicles, proper securement of wheelchairs using the 4-point tie-down system in vans, and how to use the vans' wheelchair ramp properly. The course also instructs the driver on techniques for assisting passengers using scooters, walkers, canes, and other mobility devices.

2) Communicating with People with Disabilities – This course is on videotape and discusses the different methods of communicating with people with disabilities. It addresses the feelings and frustration people with disabilities experience in communicating with other individuals and how to effectively communicate with them.

The continuing education of employees and drivers is an essential element at Fiesta Taxi. During our initial training program and throughout the on-going training process, special emphasis is placed on customer safety and customer satisfaction. Next to safety, the most important thing we do is ensure that the customer is totally satisfied with the service we provide.

Applicable retraining and refresher training for all personnel is a crucial element in our on-going training program. In-service and classroom training are provided through safety meetings. All drivers who have been involved in minor chargeable accidents must attend a four-hour Saturday defensive driving course and safety program. Drivers who have committed major safety violations, whether resulting in an accident or not, are removed.

Fiesta's Preventive Safety Program represents management's commitment to providing a safe and effective transportation system. This program provides a systematic review of the hazards involving vehicles, machinery, the environment, and people, and taking planned and enforced preventive action to avoid identifiable hazards. The overall safety program is condensed in this summary to provide an initial understanding of key programs and how they will apply to the service.

It is the responsibility of the Training Manager to oversee and implement the Safety Program by:

- Establishing and enforcing appropriate safety regulations, rules, orders, directives, and emergency procedures for both on-going and temporary hazards as they occur;
- Monitoring transit and other industries' safety solutions to improve or enhance safety;

- Identifying causes of hazards or accidents through investigations, reviews, and analysis of accidents and hazards, for continual training material review and improvement; and,
- Acting upon findings to incorporate aggressive and effective hazard controls into the safety and training program.

The primary goal of the Safety Program is to reduce the frequency and severity of accidents by positive implementation of the program. Measurable safety improvement goals have been established and resources allocated to assure timely and cost-effective accomplishment of these goals. Specific goals of the Preventive Safety Program are:

- Reduce accident frequency rates;
- Identify cause of accidents to eliminate or reduce repeat occurrences;
- Establish controls to prevent catastrophic accidents, fires, or other high hazard conditions throughout the system;
- Assure ready access to state-of-the-art technology to minimize injury potential to employees or others;
- Determine the simplest and most effective solutions to accident prevention problems;
- Measure Preventive Safety Program results to best verify forecasts of annual cost savings as the program is conducted and as new safety measures/controls are made operative.

In addition, Fiesta Taxi employs a full-time chief accident investigator who promptly responds to accident scenes to ensure the safety of our drivers and passengers.

As a further example of our commitment to safety, we are the only taxicab company operating in the Southeast area that requires bulletproof safety shields to be installed between the front seat and the back seat. Given that taxicab driving suffers from one of the highest homicide rates of any profession, it was important to ASC management to impose this rule for the safety of drivers.

The designated Risk Manager for the Dial-A-Ride programs is Jovan Ivosevic, our Corporate Claims Manager. Mr. Ivosevic will be available to report to the city safety issues and accident statistics as requested. He can be reached at (310) 851-5004.

Anti-Harassment Training

We also include Anti-Harassment Training in our driver training. Fiesta Taxi contracts with YWCA Greater Los Angeles to provide our drivers with a basic understanding of the definitions and dynamics of sexual assault and give them the resources to refer any issue to them.

Transition Plan

Fiesta Taxi has operated this program in the past. The transition could be done over a two-month period by conducting outreach to current program users, senior housing facilities, churches, at city facilities, as well as door-to-door outreach. In addition, Fiesta had a seamless transition from Express Transportation Services in the City of Montebello when they could no longer handle the program. That program was transitioned in less than five days.

Contractors/ Customer Safety and Security Objectives

Due to COVID-19 Fiesta Taxi is following both LADOT guidelines set forth March 20, 2020 (Please see Attachment C) as well as CDC guidelines listed on CDC website: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/rideshare-drivers-for-hire.html>. We will also follow any further instruction set by the city.

Driver Safety and Security Measures

For the safety of our passengers and customers, all our vehicles have a camera, microphone, and emergency button in the event that there is an emergency. It is Fiesta Taxi's priority to protect its drivers and customers.

Facilities, Resources and Equipment Maintenance

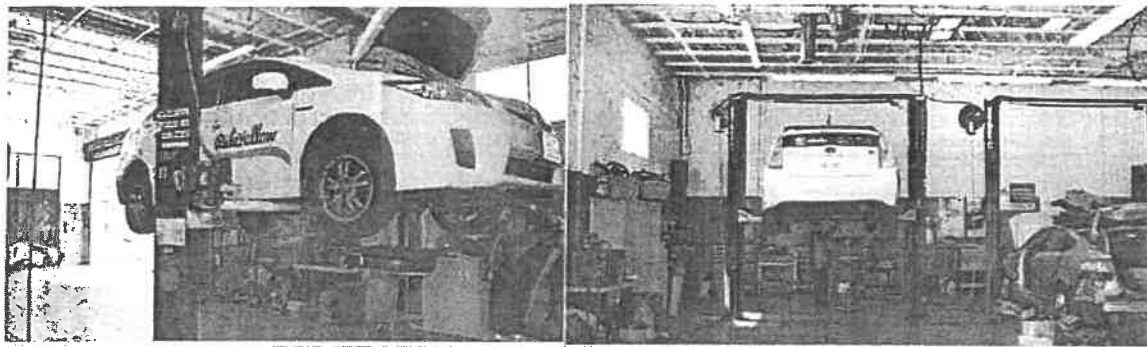
The Vehicle Maintenance Center

ASC has the largest, most extensive, and highest quality on-site maintenance facility of any cab operator in greater Los Angeles. The maintenance program is first-rate where safety at all levels is a primary concern, with particular effort devoted to preventive maintenance.



The Vehicle Maintenance Center (VMC) is operated by Citizen Automotive, Inc., one of the largest taxicab fleet maintenance companies in the Los Angeles area. Citizen Automotive, Inc.'s physical address is 11354 Vanowen St, North Hollywood, CA 91605. It is owned and operated by Lev Karasik who has over 30 years of experience in operating and maintaining commercial vehicles.

Maintenance management is aware that all facilities generate hazardous waste. The facility has a federal Environmental Protection Agency (EPA) waste generator number, which requires a waste manifest for hazardous and non-hazardous waste streams such as antifreeze, oil and related products, paint, tires, and others. The company maintains licensed and regularly inspected on-site waste storage tanks.



Service Bay area with experienced Mechanics

The VMC is dedicated to maintaining the vehicles used to carry paying passengers in comfort and safety, with a minimum of downtime and a maximum of safety. The VMC is capable of ensuring that all vehicle maintenance systems and equipment necessary are well maintained and functioning at maximum efficiency.

Mechanical vehicle maintenance is supported by a 3,600 square foot parts department with top-of-the line inventory necessary to minimize downtime for all revenue vehicles.

The interior and exterior of all vehicles used to perform under this contract will continue to be clean, free of damage to the passenger compartment and to the exterior of the vehicle. The fully equipped body shop will ensure that the vehicles will meet the standards of this program with a minimum of downtime. The eight-bay body and paint shop has a South Coast Air Quality Management District ("SCAQMD") approved paint booth that complies with all air quality control rules, regulations, ordinances, and statutes. The body shop has a staff of eight.

Adjacent to the VMC is a commercial grade car wash used in the daily cleaning of vehicles. There is also a commercial vacuum cleaner for vehicle interiors at the car wash. The system meets and complies with the Clean Water Act and all applicable water standards of the State of California.

Preventive and Routine Vehicle Maintenance Programs Including Problem Handling

The company recognizes the value of preventative maintenance as a means to ensure the utmost safety of the passengers carried and of our drivers, as well as recognizing that prevention is more cost effective than deferring maintenance.

Routine maintenance is an essential part of the company's vehicle maintenance program and commitment and passenger and vehicle safety. Therefore, a comprehensive preventive maintenance program has been established that augments and enhances vehicle manufacturers' recommended service intervals. Each vehicle in the taxi fleet is tracked via computer for vehicle mileage and service requirements. The standards call for preventive maintenance to be performed every 5,000 miles (with a 500-mile window) which meets or exceeds manufacturer service intervals.

- o Service performed every 5,000 miles includes brakes, routine oil and filter changes, filter cleaning, plus routine safety inspections and replacement if necessary of all belts, tires, batteries, windshield wipers, seat belts and exhaust systems.
- o Additional services are performed at the manufacturer recommended intervals.

Dents or other body damage, squeaks and rattles on any vehicle are promptly repaired by the body shop. Likewise, any upholstery damage is repaired immediately. Smog inspections on all vehicles are performed in compliance with state and local laws. Additionally, all vehicles are available for City inspections upon demand.

Vehicles and equipment are cleaned regularly. Drivers are required to check the vehicle for fluids, safety lights, seat belts and overall roadworthiness at the beginning of each workday. If the driver notices any problems while he or she has the taxicab, the vehicle is removed from service and delivered to the maintenance department along with a Vehicle Repair Order detailing the problem(s). A visual inspection is performed on all exterior and interior lighting to verify that they are operational. The exterior and interior of the vehicle's windows are cleaned, the interior of the vehicle is vacuumed or swept out, and any debris is removed. Routine preventive maintenance takes place at regular intervals.

In addition to ASC's on-site maintenance, there are towing agreements with several local companies to ensure quick response times in the event of a breakdown or emergency involving a taxicab.

Vehicle Inspection Procedures Including Problem Handling

Without regulatory requirements, Fiesta Taxi has enacted and enforced rigorous vehicle condition standards that ensure that every customer will be transported in a clean, safe taxicab. The Fiesta Taxi's Board of Directors has enacted vehicle age limitations like those imposed by the City of Los Angeles on its franchised companies. Furthermore, road supervisors, Fiesta Taxi's operations and marketing staff, and Fiesta Taxi's President all actively inspect vehicles to make sure that they meet the standards of the company. If a vehicle is found to have safety-related defects, it is immediately removed from service until the defect is corrected. Otherwise, drivers inspect each vehicle daily by going through a checklist of mechanical and cosmetic areas.

We acknowledge that the city may at any time inspect, examine, or test any equipment used in the performance of the Dial-a-Ride program in order to ensure compliance. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with Fiesta Taxi so that adequate back-up vehicles are provided in the case of vehicle inspections.

Order Taking and Dispatch

Fiesta Taxi's orders are taken, entered, and dispatched by Call Center Services, LLC (CCSI), located at 1141 W. Silicon Circle, Suite A, St. George, Utah 84770. CCSI operates a state-of-the-art call-taking and dispatch center for 16 different taxicab fleets in California, Ohio, Tennessee, North Carolina, Minnesota, Maryland, Texas, Iowa, Virginia, and Florida. CCSI's operation was developed by Egor Shulman, the primary author of ASC's own TDS computerized dispatch program, explained in further detail below.



CCSI – Call Center facility at St. George, Utah

All of Fiesta Taxi's taxicab ordering telephone lines ring at CCSI. Calls are answered by a well-trained staff of 106 courteous and thorough Customer Service Agents (CSAs). CCSI also employs 18 supervisors and managers, and 30 dispatchers. CCSI averages about 15,000 telephone calls per day, including information calls, and dispatches about 9,000 orders per day.

CCSI's facility was designed with multiple redundancy to ensure a constant connection with ASC's TDS dispatch computers in Gardena. Data and voice transmissions are carried over a dedicated point-to-point T-1 line between the two facilities. This connection bypasses most of the Internet, including Los Angeles' One Wilshire building, the west coast hub of the Internet, meaning that occasional interruptions on the Internet are far less likely to result in communications failures between St. George and ASC's headquarters in Gardena. The facilities are also connected

through a backup T-1 connection, provided through a separate vendor on an entirely separate backbone. An additional backup satellite connection provides a third level of security.

CCSI's Advanced Phone Switch

CCSI utilizes an advanced PC-based, Interactive Intelligence (ININ) phone switch. This switch automatically records all incoming calls, converting each to a .wav file that is easily located and listened to, without the need for additional software. The Automatic Call Distribution functions of the Interactive Intelligence switch are second to none and allow full resume-based routing to calltakers based on call type, and the skill set necessary to handle that type of call. This allows more basic calls to be routed to newer calltakers, while more complicated calls, such as orders made for multiple trips by medical accounts, to be routed only to senior calltakers.

As a call center management tool, the Interactive Intelligence (ININ) switch offers many of the latest features, including real-time displays showing all necessary information related to calltaker status and calls in queue, as well as the ability for call center managers to listen in on calls, and to join them when necessary.

Call Taking and Order Entry Process

CCSI developed a new Windows-based interface as a front end to the TDS dispatch program. The Windows interface allows for the introduction of a number of technologies in the order-taking process that reduce both the time it takes to place an order and the incidence of errors.

The entire call taking process is an interview between the customer service agent (CSA) and the customer. In most cases, the questions are scripted for the CSA on the computer screen, with possible answers in drop-down menus. This enables answers to the scripted questions to be entered accurately and quickly with mere clicks of the mouse, and without the need for typing.

For major accounts such as Downey Dial-A-Ride Taxi Service, CCSI makes extensive use of Flash technology to guide the CSA through the specific rules and restrictions on the account. These appear on pop-up windows when the account information is entered or when the phone switch recognizes that the customer is calling in on the dedicated Downey Dial-A-Ride Transportation Services telephone line. Also, use of these Flash pop-ups makes executing program rules changes simple. Each workday, when the CSA logs in for the first time, if there has been any change to a program rule, or any new necessary training, the CSA must first pass through alerts before he or she takes the first order.

An overview of the order entry procedure is as follows:

1. The phone switch distributes the call to the correct CSA based on the phone line dialed and the qualifications of the CSA.
2. If the caller has placed an order before, the caller's caller ID prompts a screen pop of the

previous order information without the need for the CSA to request the caller's phone number. The system also offers the CSA a drop-down menu with the last ten previous pickup addresses for the caller.

3. If the caller is placing an order for the first time, the CSA is guided through a series of questions to gather the necessary order information quickly and accurately.
4. Once the order is completed, the order information is instantly exported into ASC's TDS computers and dispatched to taxicabs by way of the GPS-based closest-cab bid system.

On the next page is an actual **Order Entry Screen** used to enter a trip request before the CSA begins entering an order. When a calltaker or Customer Service Agent (CSA) enters a caller's telephone number, if this telephone number is recognized, the customer's previous order information immediately appears on the screen. Pickup and drop off locations from previous trips are displayed and may be changed or reversed in an instant. This information is often accurate for the current call.

The screenshot displays the 'Trip Entry' software interface. At the top, it shows 'Mode: INTERVIEW' and 'CALLS ON HOLD: 1'. The interface is divided into several sections:

- General Info:** Includes fields for 'Fleet' (set to 'C'), 'Fr' (set to '25'), 'Client #', 'Trip Type' (set to 'P-PASS'), 'Pass', and 'Name (First Last)'.
- Pickup Address Info:** Includes 'Date' (set to 'Wednesday 11/30/05'), 'Time' (set to '03:48PM'), 'Phone #', 'Ext.', 'Loc ID', 'Street #', 'Apt/Unit', 'City', 'State', and 'Zone #'.
- Destination Address Info:** Includes similar fields for 'Appt', 'Phone #', 'Ext.', 'Loc ID', 'Street #', 'Apt/Unit', 'City', 'State', and 'Zone #'.
- Client Specific Fields:** A large empty box for additional client information.
- Miscellaneous Info:** Includes 'Requested By', 'Person To See', '# Escorts', 'Original Due', 'Status', 'Entered Date', 'Confirmed at', 'Call #', 'TDS #', and 'Entered By'.
- Pricing:** Includes 'Miles' (set to '0') and 'Est Fare' (set to '\$0.00').
- Buttons:** A row of buttons at the bottom: 'F1=ANI', 'F2=INFO', 'F3=', 'F4=', 'F5=SEND', 'F6=MSG SEND', 'F7=', 'F8=LKUP', 'F9=', 'F10=PREV ADDR', 'F11=PRICE', 'F12=TOGGLE', and 'ESC=CANCEL'.
- Footer:** Shows 'Ready' on the left and 'Fleet: User ID: 1030' on the right.

At the bottom of the screen, the text 'HELLO, HOW CAN I HELP YOU.' is displayed.

Picture Above illustrates an Order Entry Form

For a typical order, the following shot shows the final screen as the order is being entered. Notice, the script at the bottom for the CSA to alert the customer how many minutes it will be before the taxicab has arrived.

Trip Entry Mode: NON-INTERVIEW CALLBACK# CALLS ON HOLD: 0

General Info
 Fleet: S1 Client #: Trip Type: P-PASS
 Pass: Name (First Last): JANE DOE Resp Party: P-PASSENGER

Pickup Address Info
 Date: Wednesday 10/08/08 Time: 07:23AM
 Phone #: 3107830321 Ext.:
 Loc ID: 3107830321 TORRANCE CITY HALL
 Street #: 8031 Apt/Unit:
 Street: TORRANCE BLVD
 City: TORRANCE State: CA
 Zone #: 682 T CABS TORR/MAWTHOR
 TORRANCE CITY HALL
 LOS ANGELES COUNTY

Destination Address Info
 App: Time:
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City: State:
 Zone #:

Comments
 MAPLE AVE ... PASSENGER AT MAIN ENTRANCE

We should be there in 10 To 15 Minutes.
 (Interview Complete. Press <F5> to save call information.)

Miscellaneous Info
 Requested By: ☐ VIP Trip
 Person To See: ☐ POD Required
 # Escorts: ☐ Confirm Trip
 Original Due: Call R: 0
 Status: TDS #: 0
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0 Driving Time:
 Est Fare: \$0.00 Call Rate: \$0.00

MULT CABS

ALT F1* F2* F3* F4* F5* F6* F7* F8* F9* F10* F11* F12* ESC+CANCEL
 Ready Fleet User ID: 1089

CCSI's ordertaking system contains hundreds of features that facilitate easy and accurate ordertaking. While these features are too numerous to mention here, a couple of them are worth noting.

First, CCSI's system recognizes bad addresses. After 27 years of taking orders, our geo-database is extremely accurate.

The following screen shot shows the point in the CSA interview at which the system recognized that the address was incorrect. Words in red on the lower right tell the CSA that there is a problem that needs correcting.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 0

General Info
 Fleet: C Fil: 25 Client #: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party:

Pickup Address Info
 Due: Wednesday 11/30/05 Time: 04:21PM
 Phone #: Ext.:
 Loc ID:
 Street #: 200 Apt/Unit:
 Street: 1ST ST
 City: LONG BEACH LB State: CA
 Zone #: 753 52 WILLOW CORRIDOR

Destination Address Info
 Appt: Time:
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City: State:
 Zone #: X

Comments

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip
 Person To See: POD Required
 # Escorts: Confirm Trip
 Original Due: Call #: 0
 Status: TDS #:
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00

Address Not Found. Possible Matches are shown above.

WHAT IS THE PICKUP ADDRESS?

#	Street #	Street Name	City	State	Zip Code
0	200	1ST ST	SEAL BEACH	CA	90740
1	200	W 1ST ST	LOS ANGELES	CA	90012
2	200	E 1ST ST	LONG BEACH	CA	90802
3	200	W 1ST ST	SAN PEDRO	CA	90731
4	200	E 1ST ST	LOS ANGELES	CA	90012
5	200	STATE HIGHWAY 1	WILMINGTON	CA	90744
6	200	STATE HIGHWAY 1	SEAL BEACH	CA	90740
7	200	STATE HIGHWAY 1	LONG BEACH	CA	90806
8	500	1ST ST	LONG BEACH	CA	90802

Ready

FINISH F10=PREV. ADDR F11=PRICE F12=TOGGLE ESC=CANCEL
 Fleet: User ID: 1030

Second, CCSI's dispatch system has a huge database of landmarks and businesses that allow customers to order taxicabs without knowing the exact street address.

The screen shots below show what happens when a customer reports that he or she is at a Vons Supermarket.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 0

General Info
First: [] Last: [] Class: []
Pass: [None] IP-PASS: []

Pickup Address Info
Start: [Thursday] 12/01/05 Time: []
Phone H: [] Ext: [] Phone R: [] Ext: []
Loc ID: [VONS] Loc ID: []
Street H: [] Apt/Unit: [] Street R: [] Apt/Unit: []
State: [] City: [] State: []
Zone H: [] Zone R: []

Comments
[]

Client Specific Fields
[]

IS THIS A RESIDENCE OR A BUSINESS?

Macellaneous Info
Requested By: [] VWP Trip: []
Person To See: [] POD/Required: []
H Escal: [] Confirm Trip: []
Original Due: [] Call #: [0]
Status: [] TDS #: [0]
Entered Date: [] Entered By: []
Confirmed at: [] by: []
Pricing: []
Misc: [0]
Est Fare: \$0.00 Cal Rate: \$0.00

Ready [F1=AN] [F2=PRG] [F3=] [F4=] [F5=STHD] [F6=STHD] [F7=] [F8=] [F9=] [F10=PREV ADP] [F11=PRG] [F12=TOGGL] ESC=CANCEL
Fleet User ID: 1030

[illegible]

Third, CCSI's dispatch system is designed to empower CSAs to answer passenger questions quickly, without the need to put the customer on hold. One example happens where a customer calls back to find out where their cab is. The system already recognizes the customer's caller ID and prompts the CSA to ask if they are calling about their existing order and would they like an ETA. The CSA is automatically provided with a map, showing where the assigned cab is in relation to the pickup address, a list of the events, so that the CSA can see what time the order was accepted by the taxicab, and an estimate of the ETA.

The following two screenshot shows what the order taker sees in this situation:

- The ability to immediately recapture and recreate a trip history in the event of an inquiry, complaint or need of verification;
- The capability of filing advanced reservations into a pending call file and automatically recalling those trips and dispatching them at pre-determined times;
- Automatically flagging of potential problems and alerting dispatch to a potential problem before it becomes an inconvenience to a customer.

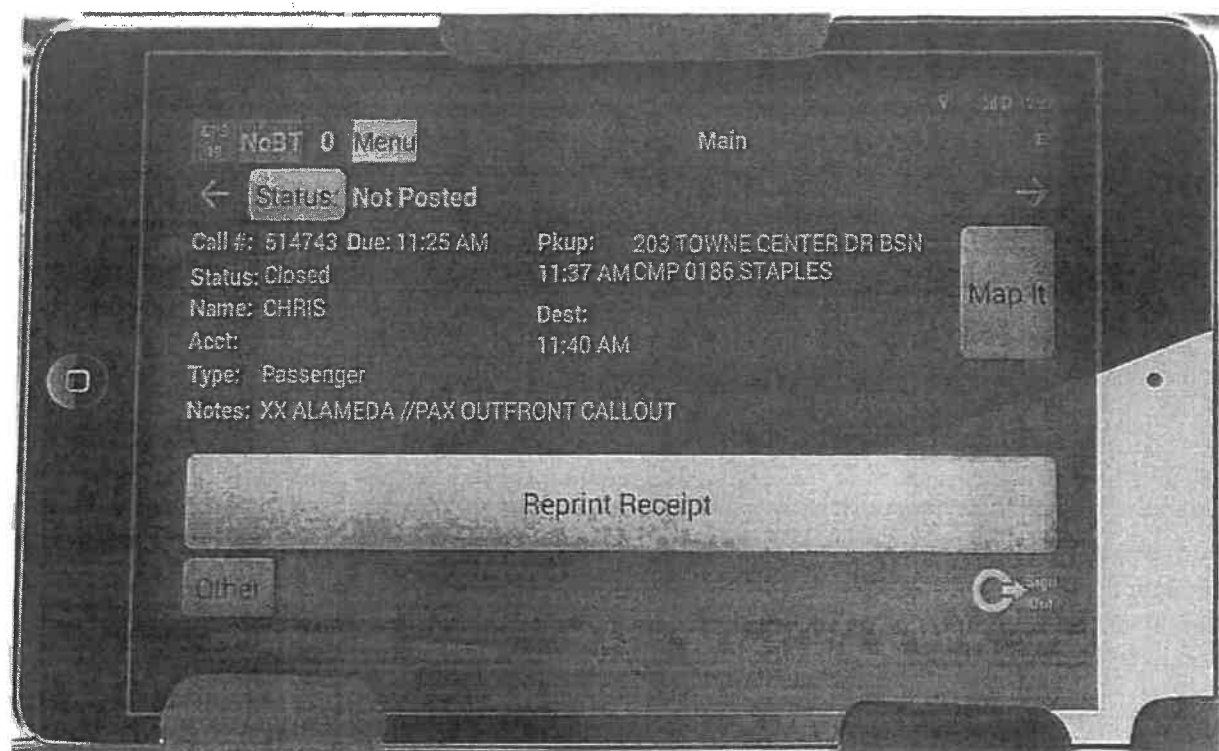
Dispatch Process

After the order is entered, it gets to the taxicab and the driver via Fiesta Taxi's proprietary TDS dispatch system. TDS is a Windows-based dispatching application created by National Taxicab Service (NTS). This application has proven itself reliable and resilient over its many years of 24-hour daily operation. This particular system has been extensively customized by one of the original programmers who is to this day contracted by ASC.

TDS automatically dispatches more than 90% of all orders without further human intervention after the order is entered. Once entered, the pick-up address is tagged with latitude and longitude coordinates. Drivers seeking orders indicate so in their taxicabs. Vehicles are equipped with tablets that serve as Mobile Data Terminals, and Global Positioning Satellite systems. Based on the vehicle's distance from the pick-up address, the driver is offered several nearby calls to choose from by bidding. When the bid window closes, all bids received from drivers are tabulated for distance from the pick-up address and the amount of time the driver has been waiting since his or her last trip. The trip is awarded to the taxicab that is closest to the order, with some extra distance credit given to drivers who have been waiting a long time for an order. This process is completed within seconds of the order entry.

This efficient, speedy method of dispatching has enabled dispatchers to focus exclusively on the less than 10% of orders that are not matched to vehicles automatically. These orders are called "exceptions," and customers who might require special considerations are accommodated as a priority. The task of handling those calls that are not routine in nature is made easier by dispatch "exception" screens that are intuitive in their operation.

The following illustration is a reproduction of an actual **Exception Screen**, which constantly displays all trip requests that require human intervention. This screen is kept current by the system and allows the dispatcher to quickly resolve these trips.



These features allow us to custom-program these tablets to accommodate upgrades and new features. The tablet color screen displays only those forms and control buttons that are relevant at the time of use. For example, when a taxi is in route to a dispatched pickup location, only the necessary functions ("soft buttons") and display data are on screen. As the trip enters a new aspect, the soft buttons and display elements change appropriately. In addition, each screen features large, colorful buttons to reduce distracted driving dangers.

All tablets are equipped with a magnetic strip card reader that allows each vehicle to accept credit cards and other paperless payment technologies. South Bay Yellow Cab and United Checker Cab accept Visa, MasterCard, American Express, Discover and the swipe cards issued by MJM.

Dispatch Data Storage

Each of the features we have described, along with hundreds of others, becomes a permanent part of every order entered into the system. This information can be accessed within 24 hours and used for a number of analytical, reporting and management evaluations.

As previously mentioned, TDS records, timestamps, and saves all information and events generated during the course of a call. All information entered into the system, everything a driver

does, and every response to every event or occurrence is captured on logs maintained in the dispatch system. This internal database has three major functions:

- It serves as the core of the dispatch system; data from various tables are joined and drawn together to automatically dispatch calls and provides information to operators on a real-time basis.
- Call information and history is retained in separate database tables for 24 hours in an “online” state. Operators may query these tables for pending and day-old calls, vehicle and driver status, and a number of other timely points. Vehicle, driver, operational, and client information is always available and can be updated by management personnel at any time.

Finally, every morning just after midnight, the TDS database prepares a number of export files which are sent to other servers which provide storage, analysis, lookup and reporting functions. Instant information about past calls is available at every Windows workstation throughout the company via a 4GL-based form which permits office personnel to extract and print call information at their desks. In addition, all call and system information from TDS is imported into our data warehouse.

Vehicle Cleanliness

All drivers are required to clean their vehicle after every ride. Fiesta Taxi provides drivers with a mask(s) for driver and customer. In addition, Fiesta Taxi provides the driver with hand sanitizer and disinfectant to clean their vehicle.

4. Schedule

Cabs/Drivers:

Fiesta Taxi Cooperative, Inc. is proposing to operate their entire fleet if they are selected as the service provider. Based on the estimated volume of trips for this program. It is difficult to estimate the hours by each driver but the city can rest assured that service will be available on the requested service hours, and on a 24/7/365 basis if needed.

Dispatch:

Our dispatch center staff will be available 24 hours a day, 7 days a week, 365 days a year to book trips for customers and schedule trips as needed.

Accounting Staff:

Our accounting staff will review the city's trips for irregularities and fraud prevention. The card system allows us to easily sort through transactions to check for any irregularities. Our accounting staff will assign a person to review the transactions and I estimate this person will contribute 16-24 hours a month to this program.

Operations Staff:

Our Operations Manager, Marco Soto, will be involved along with his employee, Robert Santos, in the day-to-day operations of managing the fleet. They will make sure drivers are enrolled in the drug testing program, and inspect the vehicles on a weekly basis. All of the new drivers, entering after program launch, for Fiesta fleet will have to be trained by Mr. Santos on the Huntington Park program rules in order to be eligible to participate in the program. Our Operations team will contribute about 20 hours a month to this program.

Marketing Staff:

Deborah Ascencion will serve as a back up to our Operations Department and will drive in the City of Huntington Park inspecting the vehicles and answers the drivers' questions about the Dial-A-Ride program. Ms. Ascencion will also assist with the senior group presentations and special city events to promote the program. The marketing staff will work anywhere from 20 hours to 30 hours a month on this program. Their work schedule will vary depending on the number of presentations we schedule on the city.

Project Liaison:

Mr. Soto will serve as the day-to-day manager of the Demand Response Transportation program. He will be available to the city 7 days a week to answer any questions about the program or to handle any issues. Mr. Soto will make the presentations to the program participants, interface with the City on issues and review the invoices and management reports for the City of Huntington Park.

Mr. Soto will spend at least half of his work week on the launch of the program to make sure that the program runs smoothly. He will handle the training for the program users, drivers and city staff for the program. Marco will spend an average of 15-20 hours per month on the management of this program once it is up and running.

General Manager

Mr. William Rouse is in charge of managing all of the staff working on the Demand Response Transportation program. Mr. Soto will report to him directly and give him regular status reports on the program. Mr. Rouse will meet with the city when requested and any issues that can't be resolved by Mr. Soto, will be handled by him. Mr. Rouse's estimated hours are 8 hours per month on this program.

Dispatch Center Staffing Structure and Plan Including Deployment Scheduling:

The call-in stations are staffed with 50 personnel, for three 8-hour shifts per day. Included in this are 2 senior supervisors and 5 assistant supervisors. The dispatch stations are staffed by 6 dispatchers and 3 dispatch assistants. Each shift is staggered but generally conforms to the pattern shown below.

- Day shift: 8:00 a.m. – 4:00 p.m. (10 Customer Service Agents on Duty)
- Swing shift: 4:00 p.m. – midnight (9 Customer Service Agents on Duty)
- Early a.m. shift: midnight – 8:00 a.m. (7 Customer Service Agents on Duty)

As shown above, staffing is heaviest during the peak day period, with less staff in early evenings and early mornings when demand is lighter. Extra staff is scheduled for known high-volume days, such as rainy days and certain holidays such as New Year's Eve, St. Patrick's Day, and Cinco de Mayo.

Each new staff member undergoes a rigorous two-week training period using eight live terminals and actual calls to learn the overall company operation, the equipment, call receiving and dispatch procedures, and customer relations, both toward passengers and drivers. One of the main points emphasized in the training manual is the company's commitment to excellence in every aspect of the operation, defined as professional and consistent treatment toward drivers, courtesy and accuracy toward customers and the philosophy that "We are not satisfied to simply get by. We expect to be the best."

New hires are paid while in training. Staff is recruited through local newspaper ads, word of mouth and organizations that have access to potential labor. Our call center conducts outreach to hire people with disabilities, especially those well suited to a job requiring little mobility. Staff is extremely diverse in terms of ethnicity, race, age, sex, and national origin.

5. Project Team, Key Personnel

Key Personnel: Resumes and Qualifications

For more on experience, let us look at some of the individuals involved in our organization. Fiesta Taxi has a long-term management contract with a superior management team.

Mr. William Rouse joined ASC's management team in 1998 – at first as de facto in-house counsel, then as its General Manager in February 2004. As General Manager, Mr. Rouse oversees all aspects of ASC's and its member cooperatives' operations, marketing, finance, and other functions. Mr. Rouse is an attorney whose practice has ranged from employment law and civil rights to general corporate, transactional, and unfair competition. He is part of the fourth generation of his family in the taxicab business. Mr. Rouse graduated from the University of Southern California in 1988 with a Bachelor of Science degree in Business Administration, with an emphasis in Finance and Business Economics. He received his law degree from the University of Southern California in 1992. He is a board member and Past President of the Transportation and Paratransit Association of California (TPAC), and he is the former President and member of the Board of Directors of the Taxicab, Limousine and Paratransit Association (TLPA), the private, for-hire ground transportation industry's international trade association. Mr. Rouse has addressed several TPAC and TLPA conferences, as well as the 2007 conference of the International Association of Transportation Regulators about how taxicab companies can run an effective wheelchair-accessible van program with independent contractor drivers.

Mr. Egor Shulman oversees the operation of the entire dispatch and reservations department located at CCSI in Utah. Mr. Shulman's involvement in the transportation industry started in 1987 when he consulted at Motorola as a development team leader to develop a taxi dispatch system. After the successful launch of that product, Mr. Shulman developed software for the New York CTA and the Chicago Police Department 911 unit, followed by a stint as product manager at Motorola for the Coverage Plus product line for trucks. Prior to 1987, Mr. Shulman provided computer consulting services in the book publishing, steel manufacturing, automotive additive, and medical market research industries. Mr. Shulman graduated from Illinois Institute of Technology in Chicago with a Bachelor of Science in Computer Science degree in 1979, went on to earn a master's degree in computer science from IIT in 1983, an MBA in Finance from Northern Illinois University in 1994 and completed all requisite coursework towards a Ph. D. in Computer Science at IIT in 1997.

Our Director of Operations, Marco Soto is the project manager for Bell Gardens Medical Taxi Program, Carson Dial-A-Ride, Cudahy Dial-A-Ride, Artesia Express, Norwalk Paratransit Transportation Program, Paramount Dial-A-Ride, Santa Fe Springs Dial-A-Ride, South Gate Phone-A-Ride and Cudahy Dial-A-Ride programs. Mr. Soto volunteers a lot of his free time with community service-oriented organizations. Mr. Soto is the proposed Project Manager for the City of Huntington Park's Dial-a-Ride Transportation Program.

Mr. Soto is a responsible, caring individual with empathy for the disabled and senior citizens who will utilize the Dial-a-Ride Transportation Program. Mr. Soto is aggressive in his approach to problem solving, is self-motivated and a proven manager in demand responsive transportation

services. Mr. Soto is competent in all areas of service provision. Mr. Soto will be available by telephone during all operating hours to make decisions, supervise staff and provide coordination, as necessary. Mr. Soto will attend regular meetings with city staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing, and promotional activities.

Debbie Ascencion will serve as a backup to our Operations Department and will assist with the Dial-a-Ride Transportation Program. Ms. Ascencion will also assist with the senior group presentations and special city events to promote the Demand Response Transportation Service Program.

Resumes

WILLIAM J. ROUSE
General Manager
Administrative Services Cooperative, Inc.

2129 W. Rosecrans Avenue
Gardena, California 90249
(310) 965-5807
Fax: (310) 324-2498
wjrouse@layellowcab.com

EDUCATION

May 1992 **University of Southern California, Los Angeles, California**
Juris Doctorate
Moot Court Honors
Participated in Southern California Review of Law and Women's Studies
Licensed Attorney since December 1992

May 1988 **University of Southern California, Los Angeles, California**
Bachelor of Science, Business Administration
Emphasis in Finance and Business Economics

PROFESSIONAL EXPERIENCE

February 2004 **Administrative Services Cooperative, Inc., Gardena, California**
To General Manager
Present Oversee through a management contract the operations of five taxicab fleets that operate 1,175 taxicabs in the greater Los Angeles area.
Chief Operating Officer with oversight over operations, dispatch, accounting, marketing, regulatory compliance.

April 1998 **Law Offices of William J. Rouse, Gardena, California**
to Represent the largest taxicab operation west of Houston, with 1,175 vehicles in operation, as de facto in-house counsel.
Present Represent member taxicab fleets, management, and drivers in a wide variety of litigation and transactional matters, including unfair competition, property damage recovery (subrogation), labor and employment, real estate, and criminal law.
Represent member taxicab fleets before various governmental and regulatory bodies.

June 1994 **Law Offices of William J. Rouse, Los Angeles, California**
to Represented employees in litigation of employment law matters, including discrimination and sexual harassment, wrongful termination, and contractual issues.
April 1998 Successfully briefed and argued to the California Court of Appeal the sexual harassment case Doe v. Capital Cities (1996) 50 Cal.App.4th 1038.

Managed small business, including marketing, accounting, and business planning.
Addressed gatherings of attorneys and others on employment law topics.

December 1991 to June 1994 **Law Offices of Leroy S. Walker/Walker & Barboza, Los Angeles, California**
Represented employees in litigation of employment law matters, including discrimination and sexual harassment, wrongful termination, and contract issues.

PUBLIC SERVICE

September 2001 to May 2006 **President/Vice President/Commissioner, Board of Building & Safety Commissioners, Los Angeles, California**
Served two terms as President and one term as Vice President of Commission that hears building permit appeals and other Building & Safety related public hearings.

August 1999 To September 2001 **Commissioner, El Pueblo de Los Angeles Historical Monument Authority, Los Angeles, California**
Member of the Commission that oversees and establishes policy for the El Pueblo Historical Monument, which includes Olvera Street. Was actively involved in a wide range of issues, including monument-merchant relations, event organizing, property management and establishing goals and policies.

TRADE ASSOCIATIONS

May 2004 to Present **President, Vice President, Secretary, Taxicab Paratransit Association of California**
Past President previously served one year each as President, Vice President and Secretary, and member of executive committee of the statewide taxicab trade association of California.

November 2005 to Present **Vice President and Director, Taxicab Limousine Paratransit Association**
Appointed Vice President in October 2008. Member of Board of Directors of the international trade association for the private, for-hire transportation industry, based in Kensington, Maryland. Two years of service on the Executive Committee. Service as co-chair of the Taxicab Steering Committee, Paratransit Committee, Limo Committee.

November 2006 to Present **Director, Long Beach Area Convention and Visitors Bureau**
Member of Board of Directors of one of the most dynamic and successful convention and visitors' bureaus in the country.

Marco Andres Soto

4621 Edalle Place 323/972-9528
Los Angeles, CA 90032 marco_andres_soto@yahoo.com

Education

University of California at Los Angeles
Bachelor's Degree in Political Science

Los Angeles, California
June 2001

Work Experience

Administrative Services Cooperative, Inc.
Vice President and Director of Operations

Los Angeles, California
July 2001 - Present

- Responsible for managing municipal Dial-A-Ride programs, strategic marketing plans, public affairs and governmental relations.
- In charge of business development with governmental entities.
- Prepared grant applications to fund over \$2,000,000 in vehicle acquisition for a wheelchair-accessible taxicab program.
- Managed 24 municipal Dial-A-Ride contracts. Grew the existing municipal contracting business from 8 contracts to its current size.
- Prepared bid packets in response to RFPs. Presented proposals before various municipalities. Negotiated contracts with cities for Dial-A-Ride service.
- Worked on legislation at the municipal and state level.
- Responsible for managing two major political action committees for the statewide trade association. Managed reporting for 5 major donor committees.

Diverse Strategies for Organizing
Associates

Los Angeles, California
December 2001 - July 2007

- Assisted developers, local, state and federal governments, Public relations firms and City Departments in developing consensus and building coalitions in support of their respective projects and legislative issues.
- Provided political consulting services to candidates; developed campaign and mail budgets, acquired endorsements, organized fundraisers, recruited paid and non-paid staff to work on campaigns and developed mail pieces to target voters.
- Worked on many projects in Los Angeles County to assist developers with their land use entitlement process. Implemented strategies that would secure a favorable outcome for our clients at public hearings/meetings.
- Produced and ensured funding for the largest Latino targeted state mailer (1,000,000) in the State of California.

United States Secret Service
Stop-In-School College Program

Los Angeles, California
January 1997 - September 2001

- Responsible for assisting in the managing, directing, and organizing of the operational support functions of the counterfeit squad.
- Overlooked the completion and reconciliation of the Monthly Contraband Report.
- Assisted agents in promoting awareness of the characteristics of counterfeit currency to financial institutions, retail establishments, and local law enforcement agencies.

Office of Los Angeles Mayor Richard Riordan
Office Intern

Los Angeles, California
Spring 1999

- Served as an intern to then Special Assistant to the Mayor, Tom LaBonge.
- Performed administrative duties for the office.
- Drafted letters in response to constituent issues.

Community Service/Memberships

Taxi and Paratransit Association of California (TPAC)
Member/Board of Directors

Sacramento, California

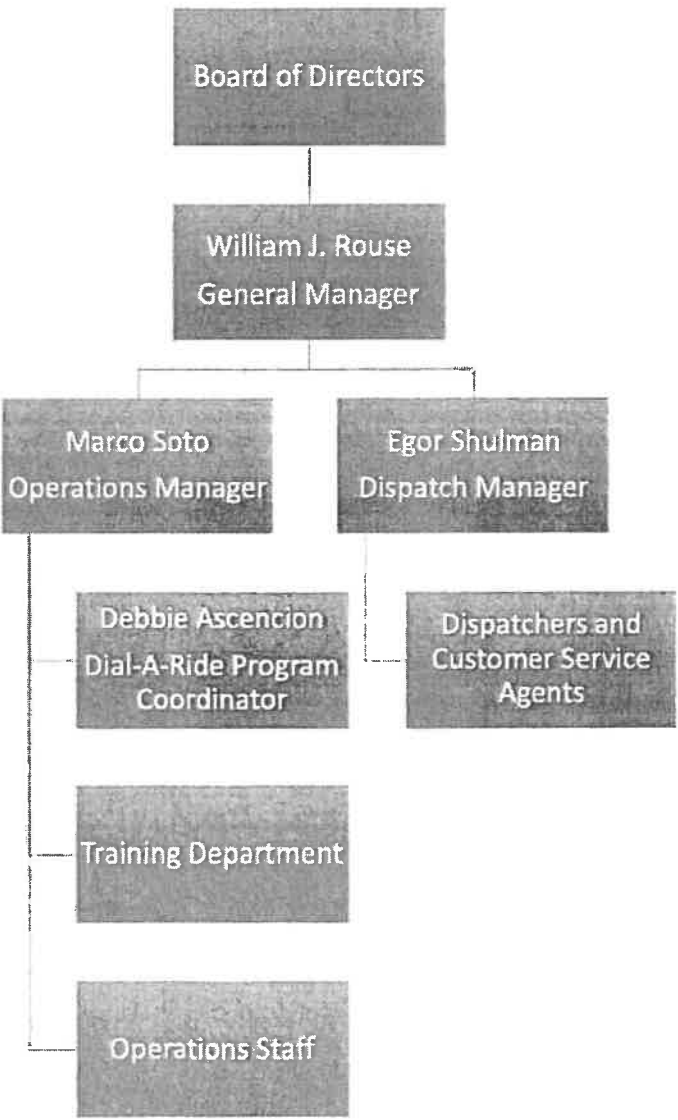
Los Angeles International Charter High School (LAICHS)
Past President/ Former Board Member - Board of Directors

Los Angeles, California

Huntington Park Chamber of Commerce
Former Member/Board of Directors

Huntington Park, California

ORGANIZATIONAL CHART



6. Company Qualifications

Experience and Qualifications of Firm and Personnel

Fiesta Taxi began in 1996 to service the growing Latino and Spanish-speaking population in the southeast communities of Los Angeles County. Fiesta Taxi has since grown into the largest operating taxi company servicing these areas. Due to its reliable service, Fiesta Taxi operates numerous municipal Dial-A-Ride programs for seniors and disabled residents. Throughout its existence, Fiesta Taxi has been honored with numerous accolades for its continued commitment and dedication to the communities it serves, including resolutions from the Federal, State, and local governments.

Fiesta Taxi and its management team bring to this program an unmatched history of success and innovation in taxicab-based paratransit.

Dating back to the 1970's, when United Checker Cab served as the pilot program for the current \$10 million a year Los Angeles City Ride program, to the early 1980's, when United Checker Cab and South Bay Yellow Cab began taxi-based Dial-A-Ride programs across the South Bay, to 1992, when LA Taxi's own Operation Food Basket eventually turned into the County's Immediate Needs program, we have been at the forefront of providing quality Dial-A-Ride services at a low cost per passenger. Today, Fiesta Taxi operates 22 Dial-A-Ride programs.

The passenger experience with taxicab-based Dial-A-Ride is superior, while the city pays the lowest possible cost.

Fiesta Taxi and its sister fleets are the only taxicab operators with a currently functional paperless solution that dramatically increases the City's control over its program, including the ability to audit true data gathered in real time. Opportunities for fraud and misuse are minimized.

No other company to claim to serve nearly 1/4 of the Dial-A-Ride programs in the County of Los Angeles with an excellent record of service.

For further reference on the experience, please see the coversheet, Project Team and Key Personnel, and References.

7. References

Name of Agency: City of South Gate/South Gate Dial-A-Ride
Contact Person: Mr. Steve Costley, Director of Parks and Recreation
Phone: (323) 563-5755 Address: 9520 Hildreth Avenue, South Gate, CA 90280
Email: padams@sogate.org
Dates of Service: 4/1/2008 to Present
Term of Contract: 3 years with 2 one-year options
Number of Annual Revenue Hours: 5,000-6,000 trips per month
Contract Amount: \$720,000/year approximate contract amount

Service Description:

Fiesta Taxi is the Dial-A-Ride service provider for the City of South Gate. The Dial-A-Ride passengers must be 62 years or older or have a qualifying disability to use the service. The service is available 24 hours a day, 7 days a week, and 365 days a year. The participants are able to use the service anywhere within the city boundaries and to a list of approved satellite points. Passengers pay \$10 per year for the program, and they can use up to 30 trips per month. The city issues an MJM swipe card to the participants.

Name of Agency: City of Pico Rivera
Contact Person: Pamela Yugar, Interim Director of Parks and Recreation
Phone: 562-801-4430 Address: 6615 Passons Blvd., Pico Rivera, CA 90660
Email: pyugar@pico-rivera.org
Dates of Service: 11/1/2012 to Present
Term of Contract: 3-year contract with two, one-year options.
Number of Annual Revenue Hours: Fiesta Taxi Cooperative Inc. conducts from 750 to 1,000 trips per month for this program.
Contract Amount: \$250,000/year approximate contract amount

Service Description:

Fiesta Taxi provides Dial-A-Ride transportation services to the City of Pico Rivera.

Name of Agency: City of Paramount Medical Taxi Voucher Transit Services
Contact Person: Mr. David Johnson, Director of Community Services and Recreation
Phone: 562-220-2138 Address: 15300 Downey Avenue, Paramount, CA 90723
Email: djohnson@paramountcity.com
Dates of Service: 10/1/2000 to Present
Term of Contract: Exclusive service provider
Number of Annual Revenue Hours: 180-200 trips per month
Contract Amount: \$30,000/year approximate contract amount

Service Description:

Fiesta Taxi provides Medical Taxi Voucher Transit Services to the City of Paramount. The passengers must be 60 years or older or have a qualifying disability to participate in the program. The service is available 7 days a week between the hours of 6:00 a.m. and 9:00 p.m. The transportation is valid to medical offices in the cities of Artesia, Bellflower, Compton, Downey, Lakewood, Long Beach, Lynwood, and South Gate. The city issues an MJM swipe card to the participants

Name of Agency: Montebello Bus Lines

Contact Person: Mr. Rene Bobadilla, City Manager

Phone: 323-558-1625 Address: 400 South Taylor Avenue, Montebello, CA 90640

Email: rbobadilla@cityofmontebello.com

Dates of Service: 01/2013 to Present

Term of Contract: Three years with three, one-year options

Contract Amount: \$300,000/year approximate contract amount

Service Description:

Fiesta Taxi provides taxi-based Dial-A-Ride services to the City of Montebello. The passengers must be 62 years or older or have a qualifying disability to participate in the program.

Name of Agency: City of Lynwood

Contact Person: Mr. Mark Flores, Director of Parks and Recreation

Phone: 310-603-0220 x 319 Address: 11330 Bullis Road, Lynwood, CA 90262

Email: mflores@lynwood.ca.us

Dates of Service: 06/2013 to Present

Term of Contract: Two years, plus 2 one-year options

Contract Amount: \$180,000/year approximate contract amount

Service Description:

Fiesta Taxi provides taxi-based Dial-A-Ride services to the City of Lynwood. The passengers must be 60 years or older or have a qualifying disability to participate in the program.

8. City's Standard Contract Services Agreement

Fiesta Taxi will complete the agreement if selected for the project.

9. City's Standard Insurance Requirements

Fiesta Taxi will meet the standards set by the city.

10. Other Information

In this section we will include a description of the swipe card system along with our audited financials. The cost will be included in the overall price proposal in section 11.



Executive Summary

Overview

Creative Software Solutions, LLC trading as MJM Innovations ("MJM") developed the EZTransport® System to eliminate the paper-based system used by agencies to track the services for transportation programs throughout the country. MJM proposes to install the EZTransport system to help City of Hermosa Beach manage their Dial A Ride Program. EZTransport has been used to manage millions of trips provided by paratransit programs and a variety of transportation providers since it was first installed in 2001.

The EZTransport system consists of two components: the EZTransport swipe card and the secure web application that was developed to manage the live trip data received from the vehicle's mobile data terminal (MDT). EZTransport cards are produced using a standard design and includes the agency name. The cards can be customized to include the participant name and photograph and additional graphics can be printed on the card.

The EZTransport cards are swiped at the beginning and end of each trip. Participant account number, time of trip, date of trip, GPS location of pick-up, drop-off and fare amount are some of the live trip data that is instantly sent to the secure web application.

MJM provides web-based tools for managing accounts, creating reports, auditing trips, and provider billing. The staff will no longer have to wait for program information to be submitted in weekly or monthly batches. Each trip is available for review as it occurs.

Some of the benefits of implementing the EZTransport system include:

- Electronically track and capture "live" trip information.
- Remove vouchers and coupons which minimize opportunities for program misuse.
- Reduce fare collection to a simple card swipe.
- Securely manage program information online.
- Outsourced management services (optional, at an additional cost).

The MJM Approach

MJM developed technology so managers can monitor and review services in real time. MJM integrates hardware, software and communications systems and uses swipe card technology to process transactions. MJM provides a proprietary transaction processing platform and user friendly web based interface so the agency can manage the services anytime, anywhere. MJM has worked with agencies to mold the system to meet a variety of management and reporting needs.

The program managers can access the system to get detail down to an individual participant, provider, trip or date. The information collected is available to the program managers and is at their disposal through a secure web application.



Project Results and Performance

MJM is currently integrated and working with the taxi provider delivering rides to numerous agencies close to City of Hermosa Beach including Artesia, Bell, Bell Gardens, Carson, Cudahy, Los Angeles County, Lomita, Long Beach, Lynwood, Montebello, Norwalk, Palos Verde, Paramount, Pico Rivera, and South Gate. MJM is proud of our track record of performance with our customers and working with MJM will be a very positive experience. MJM will provide the software and configure the hardware that's currently installed and integrated with the EZTransport system and provide the means for the staff to track the program usage. MJM will also recommend new solutions and approaches as the Dial A Ride program evolves in the future.

MJM Innovations

MJM was established in 1998 to provide technology solutions and management services to a variety of customers and clients. The EZTransport System improves transaction tracking by providing a better, faster, less expensive secure system. The more efficient management of the service enhances the customer service experience as well. The principals of MJM have operated a variety of companies, including service organizations, technology, retail and manufacturing companies. They bring a wealth of talent and experience in running organizations dedicated to providing a high level of service, quality products, and technical and customer support.

MJM manages electronic processing programs including credit card, debit card and voucher programs in Maryland, Washington DC, Texas, California, Arizona, and Florida. MJM works in and around large urban cities including Baltimore, Washington DC, Dallas, Houston, Austin and San Antonio, TX, Phoenix, and Scottsdale, AZ, and Los Angeles, CA. MJM has numerous clients in the Los Angeles metropolitan area including the Los Angeles Department of Transportation and MJM installed a transportation technology project at the Los Angeles International Airport (LAX) that streamlined taxi operations and fee collections. That project combined technology solutions, web based software, card processing, taxi meter equipment, wireless communications, text messaging to the vehicles, GPS coordinates and a host of hardware and software solutions. MJM works with multiple platforms of hardware and software, multiple providers, gateways, and transaction processing vendors. MJM is the perfect solution to compliment the transportation services for the program and provides a great value to lower costs and enhance the customer experience.

**SCOPE OF SERVICES:**

System License - License the use of the EZTransport System to the City of Hermosa Beach Dial A Ride Program throughout the length of the contract.

System Installation/Setup:

- Set up Provider Accounts, Account Permissions and Security Access to the System
- Prepare the database and help with the Client Data Import
- Set up Participant Accounts, limits and program parameters
- Host/Manage Web Interface and Warehouse/Maintain Program Data
- Setup administrative and member websites
- Swipe Card and Smart Card compatible
- MJM is currently integrated with ASC and their existing Mobile Data Terminal hardware, software and communications systems. There is a seamless integration with ASC.

Card Services: - Design, print and distribute standard issue EZTransport cards; the cards are delivered to a central location for individual distribution.

EZTransport Training Program:

- Provide EZTransport manuals to the agency users prior to web training
- Web-based training for EZTransport web application for the agency users
- Follow-up web training 30 days into program if needed
- EZTransport Help Desk Support

Some of the Features Available to City of Hermosa Beach for their use:**Management:**

- Control use of cards and trips with a variety of parameters including dollars and time
- Track and lock out lost and/or stolen cards
- Report modules including transactions and billing
- Fare/Trip Review; Audit trips by participant, provider or date ranges
- Management of fare collection and reporting of cash collections (available at an additional charge)

Reporting:

- Transaction Report
- Detailed Trip Report
- Low Balance Report
- Lost/Stolen Card Report

Accounting:

- Validate and adjust transactions as needed
- View and Prepare Provider Invoice

NOTE – MJM can provide outsourced management services, reporting services, fare collections, reporting of cash collections accounting support, billing and services and customer service; call for pricing of these services.



MJM

Mobile Technology Forward



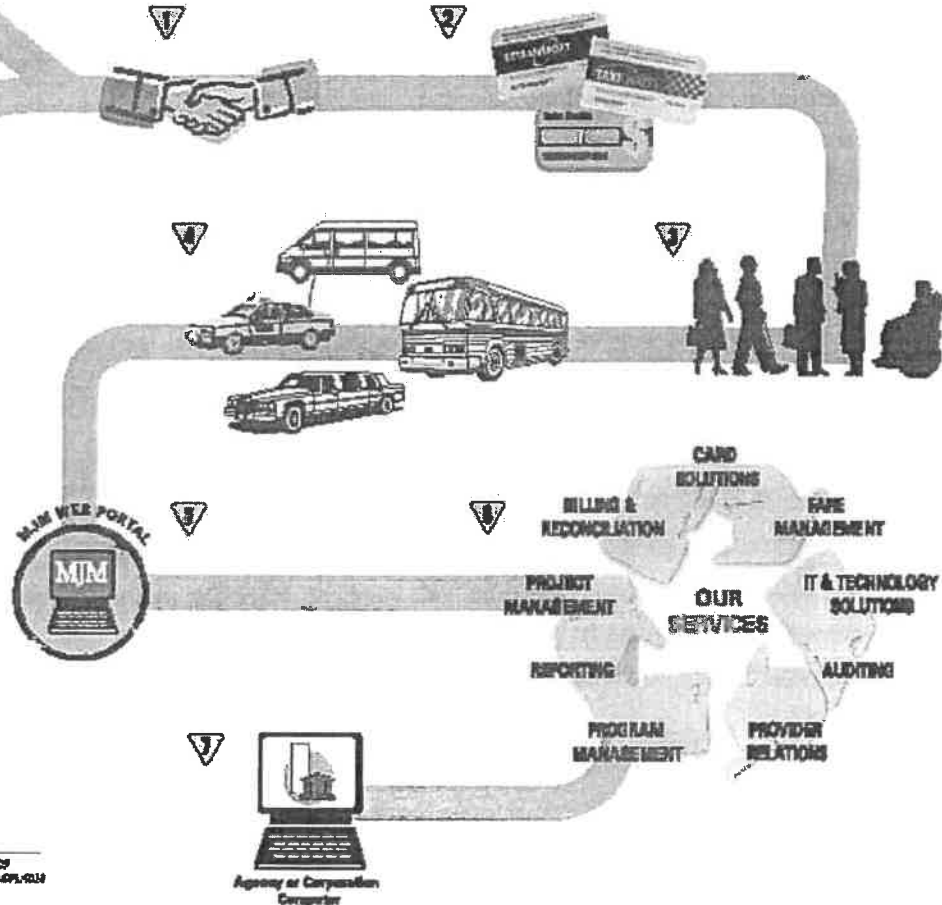
MJM Innovation's Transportation Model

- ▼ MJM works with your agency or corporation to develop a solution.
- ▼ Cards can be issued and used for ID, Tracking and Fare Management.
- ▼ Participants can access available services.
- ▼ Transportation can be provided using taxis, cabs, vans, or buses.
- ▼ Information is sent "real time" from vehicles to MJM Web Portal.
- ▼ MJM services are available as turn-key, custom services, or in-house solutions.
- ▼ Information is available to agency or corporation via the Internet, or hosted locally.

MJM

Mobile Technology Forward

1321 Midway Avenue, Suite 301, Baltimore, MD 21209
Phone: 410-664-0700 • Fax: 410-664-4018 • www.mjminnovations.com





Pricing for the City of Huntington Park Dial A Ride Program

Pricing	
Initial set up and card implementation. Set up accounts and permissions for the agency staff. Set up database container for participant data import and set up account editing for each participant. The estimated initial participant count is 100 participants. If the initial import is over 500 participants, additional implementation charges may apply. The initial setup period is thirty days. This is a one-time fee.	\$5,000.00
System Features include: Standard Reports, Accounting Reports and MJM Technical Support (during normal business hours 8:30- 5:00 pm EST)	
Card Printing and Distribution to a Central Location – The participants included with the initial data import will be provided with Standard EZ Transport Swipe Cards (includes unique account number; customized cards can be provided at an additional charge); Billing for cards ordered after the initial setup will be at the pricing listed herein.	
New participants cards	\$5.00 per card
Lost/Stolen/Replacement Cards	\$5.00 per card

Transaction Cost Per Month (includes Ongoing Licensing fees, Warehouse and maintain program data, Host and manage web interface) Minimum Transaction cost is \$5,000 per year; the trip volumes listed are annual (12 month) numbers of trips. The trip count resets each year on the anniversary of the program go live date.	0 - 25,000 trips	\$ 0.50/trip
	25,001-100,000 trips	\$ 0.35/trip
	100,001+ Trips	\$ 0.25/trip

Additional Web Based Training for Staff; after initial staff training	\$100.00/hr
Custom Software Development available at an hourly cost	\$125.00/hr
Management/Auditing Services available at an additional cost	TBD

Notes:

1. This proposal is for a Standard EZTransport DAR System install. Custom software development is available to enhance the services; the hourly cost is listed above. Interactive Voice Recognition System (IVR) for account management like balance inquiries and activations (available at an additional charge). Ecommerce is available for account reloads (available at an additional charge).
2. Payment terms are as follows: Payment for Setup and Card Implementation are due upon receipt of the cards to the agency staff for use with the system. Ongoing transaction fees, new participant cards and replacement cards will be billed at the end of the month and are due upon receipt. All pricing is subject to sales tax or sales tax exempt certificate or documentation.
3. Standard new or replacement card processing will be completed within two weeks of receipt of request to print. Cards will be sent by standard mail to a central location. Upgraded shipping and freight options are available upon request and will be billed with the card invoices as incurred.
4. MJM will provide a Statement of Work (SOW) prior to beginning the implementation of the service. The SOW will outline the estimated time table and outline to implement services. MJM requires approximately sixty days to complete setup, configuration and training of the EZTransport System.
5. The proposal does not include management services, auditing services or custom reporting. Additional optional management and or auditing services can be provided upon request. Custom reports are available upon request and will be scoped out prior to implementation for cost. Custom projects and development are available at the hourly rate stated above. Custom projects and development will generate a Statement of Work with an estimated time line and pricing proposal prior to implementation. Custom software development, management services and auditing services will be priced on an hourly basis, billed monthly and are due upon receipt.
6. This proposal is valid for 90 days from 11/6/21.

ITEM NO. 7



CITY OF HUNTINGTON PARK

Police Department City Council Agenda Report

September 7, 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 NEGOTIATE AND SECURE A POLICE TOWING AND VEHICLE STORAGE SERVICES AGREEMENT WITH MR. C'S TOWING INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate the terms of a police towing and vehicle storage services agreement with Mr. C's Towing Inc., for a term of three (3) years, with an option of two, one-year extensions, for a total maximum of five (5) years, upon which time the agreement will expire; and
2. Authorize the City Manager to finalize and execute the agreement.

BACKGROUND

The police department routinely deals with situations which require the towing and storage (impound) of vehicles, including but not limited to; investigations, traffic collisions, traffic enforcement, parking violations, and safekeeping. The current police towing and vehicle storage services agreement expires September 19, 2021.

On August 9, 2021, the City released a Request for Proposal (RFP) for Police Towing and Vehicle Storage Services, with a deadline of August 26, 2021 for interested towing companies to submit a proposal. Only one towing company, Mr. C's Towing Inc., submitted a proposal prior to the submission deadline.

FINDINGS

Staff has reviewed the proposal submitted by Mr. C's Towing Inc, and has determined the proposal meets or exceeds the baseline services and standards desired by the City and published in the RFP.

Mr. C's Towing Inc. has been the exclusive police towing and vehicle storage services provider to the City, since September 2016 (past five years). The police department has experienced high quality, reliable, and professional service by Mr. C's Towing Inc.

CONSIDERATION AND AUTHORIZATION TO ENTER INTO A POLICE TOWING AND VEHICLE STORAGE SERVICES AGREEMENT WITH MR. C'S TOWING INC.

September 7, 2021

Page 2 of 2

The police department is highly familiar with the business operations and practices of Mr. C's Towing Inc., and there have been no issues associated with the service provided by Mr. C's Tow Inc. over the course of the current agreement.

Mr. C's Towing Inc. is a local towing company with extensive experience in the towing industry. The main office is located in the neighboring City of South Gate and a towing and storage yard is located in the City of Huntington Park to exclusively service the needs of the City of Huntington Park and the Huntington Park Police Department. The Huntington Park towing and vehicle storage yard meets or exceeds the vehicle storage capacity, security measures, technology systems, and other amenities desired by the City and designated in the RFP.

Mr. C's Towing Inc. is also a strong supporter of the community and routinely demonstrates its support by participating in community events when possible and by giving back to the community when appropriate.

Based on the proven reliable and professional service record by Mr. C's Towing Inc. for the past five years and the fact no other towing company submitted a proposal, staff recommends the agreement be awarded to Mr. C's Towing Inc.

FISCAL IMPACT

There is no negative impact to the fiscal year budget associated with awarding 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. Mr. C's Towing Inc. Proposal.

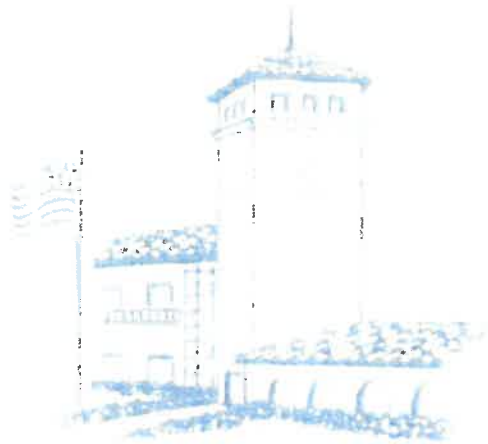
ATTACHMENT A

CITY OF
HUNTINGTON PARK
CITY CLERK

RESPONSE TO REQUEST FOR PROPOSALS

2:15

RE: OFFICIAL POLICE TOW SERVICE



Submitted by:

Mr. C's Towing of South Gate
Attn: Jerry Brown, Gen. Mgr.
4421 Mason Street
South Gate, CA 90255
(323) 249-0575

TABLE OF CONTENTS

Letter of Transmittal

Executive Summary

Response to Request For Proposal (pages 1-10)

Baseline Requirements/Factors Weighed and Considered

- **Inspection Checklist**
 - Trucks and Equipment
 - Facilities
 - Primary Storage Facility
 - Yard/Impound Lot
 - Office
 - Towing/Storage Provisions
 - Safeguarding Vehicles
 - Staffing Provisions
 - Dispatcher
 - Personnel/Drivers
 - Driver Hiring/Training
 - Resumes of Principals and Key Managerial Personnel
 - Financial Strength of Proposer **CONFIDENTIAL DOCUMENTS**
- Insurance Requirement Checklist
- List of Municipalities/Public Agencies For Whom Similar Services Provided
- References From Other Towing Contracts
- Approach To Scope Of Work And Response Time
- Schedule of Rates, Fees, Charges, and Release of Vehicle
- Conduct
- Reports To The City And Collection Of Fees
- Affirmative Action Certification

Completed Forms

Tow Listing Application

Attachment 2 Tow Services & Facilities Inspection Checklist

Attachment 3 Insurance Requirements Checklist

Attachment 4 Civil Litigation History/Civil Litigation Certification

Attachment 5 Criminal Convictions Certification

Attachment 6 Disclosure of Contacts with City Council Members

Attachment 7 False Claims/False Claims Act Certification

Attachment 8 Non-Collusion Affidavit

Attachment 9 Performance Bond (not included in posted bid documents)

Storage Facility Photographs

Letters of Recommendation

Miscellaneous Attachments

Confidential Attachments

CONFIDENTIAL DOCUMENTS – **NOT FOR PUBLIC DISCLOSURE**

(Financial Strength support):



Letter from Christopher Dakovich, E.A.

Mr. C's Towing of South Gate, Inc.

**4421 Mason St.
South Gate, CA 90280
(323) 249-0575**

August 26, 2021

HAND DELIVERED

City of Huntington Park
Office of the City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

RE: OFFICIAL POLICE TOW SERVICE [Response To Request For Proposal]

To The Huntington Park City Clerk and Officials of the City of Huntington Park:

Mr. C's Towing of South Gate, Inc. is pleased to submit this **Letter of Transmittal** as part of its Response to the City's Request For Proposals for Police Towing and Storage Services for your review and consideration.

Mr. C's Towing of South Gate (hereinafter referred to as "Mr. C's") has been operating from its location in the City of South Gate for over 15 years and from its Huntington Park lot for several years, with a record of outstanding, problem free service to the City of Huntington Park for the past five (5) years, other local cities and police departments. Services provided include response to calls in the field and participating in DUI check points. The combined professional experience of the principals and managing/supervising personnel of Mr. C's is over three decades.

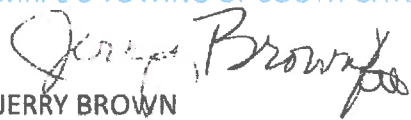
Mr. C's meets or exceeds all the minimum requirements set forth in the City's RFP and we hope to be awarded the Police Towing and Storage Services Agreement allowing us to continue to be a significant and meaningful member of the Huntington Park community for many years to come.

If you have any questions or wish to discuss this matter further, please contact the undersigned at the Office – (323) 249-0575 or by cell (323) 807-3515.

Thank you for your consideration and time.

Very truly yours,

MR. C'S TOWING OF SOUTH GATE, INC.



JERRY BROWN
General Manager
JB:tlk

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This submittal is made in response to the Request For Proposals (RFP) for Official Police Tow Services by the City of Huntington Park, by Mr. C's Towing of South Gate, (hereinafter "Mr. C's") a California corporation, incorporated in 2002, with its primary offices located at 4421 Mason St., South Gate, CA 90280; (323) 249-0575. The Primary Storage Facility for services to the City of Huntington Park, if awarded the contract, is located at 6105-6069 Maywood Ave., Huntington Park, CA 90255. The towing industry experience of the principal(s)/managing/supervisory members of Mr. C's, combined, is in excess of three decades.

Mr. C's meets and/or exceeds the Baseline Requirements set forth in Section C(1)(1) pertaining to the Inspection Checklist (Attachment 2) and Section C(1)(2) pertaining to the Insurance Checklist (Attachment 3) both of which are included in Forms attached to this Response; is currently on the approved CHP authorized tow list; and has its Primary Storage Facility, a 3 acre parcel, in the City of Huntington Park.

Mr. C's has a successful service history with the City of Huntington Park for the past five (5) years, a history of similar towing service contracts with a number of municipalities, and has entered into municipality contracts for towing services in excess of 30 years. The current contracts include a number of cities in the Southeast area of Los Angeles County and includes a contract for towing services with CHP.

Mr. C's Towing has sufficient operating capital to expand and grow as necessary to meet the unique needs of the City of Huntington Park (hereinafter 'the City'). The Company has been involved in community service charitable functions and events, such as Community Volunteer Programs, Police Explorer Programs, Police Widows and Orphans Fund, and Community Improvement efforts to strengthen community involvement within the City and for the past 10+ years with other local governments.

Mr. C's President, Kurtis McElroy, has been in the towing business for at least 30 years, from driving tow trucks to owning tow truck businesses, with a majority of the time involved with municipality towing.

General Manager, Jerry Brown, is a retired California Peace Officer, retiring in 2002 as a Lieutenant, after 33 years of service. During his law enforcement career, he was responsible for assisting in the preparation of contracts with companies for towing services. As part of his current responsibilities, Mr. Brown is the police contact/liaison between Mr. C's and Cities/Law Enforcement with whom the Company has contracts. Mr. Brown is the primary contact and works at the South Gate location. He can be reached via the office number (323) 249-0575 or his cell number (323) 807-3515, as well as his email address jerry_brown8123@msn.com.

The Office Manager has been in the towing industry for several years and is involved in dispatching, phones, releases and a number of other office related aspects of towing activities.

The Driver Manager has nearly 40 years in the towing business, and the Driver Supervisor has about 15 years, and each are WreckMaster Certified.

Mr. C's is prepared to furnish the City with towing and secure storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the City with response times well within the RFP maximum response time of twenty (20) minutes, of an average of less than 10 minutes, based upon actual month to month review of calls for service under the current contract. The towing services include, but are not limited to (1) removal of wrecked vehicles and debris resulting from accidents; (2) preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles; (3) removal of vehicles for criminalistics and/or evidentiary purposes as directed by the HPPD officers and employees of the City; (4) other impoundment of vehicles as directed by HPPD, and (5) necessary service to heavy duty vehicles on the highways.

Mr. C's is able to perform all described services from its Primary Storage Facility located in Huntington Park, with a yard of approximately 3 acres, capable of holding approximately 900 vehicles, in addition to an enclosed locked evidence cage inside an enclosed warehouse capable of holding 25 vehicles, with additional warehouse space for at least an additional 20 vehicles if needed. Mr. C's impound lot is fully fenced and secured, accessible by a solid metal electric gate for security. The property is equipped with LED exterior lighting as well as a 36 camera, digital video monitoring/recording system/equipment, for additional security that is fully integrated for access by the police department.

The office is open during business hours and vehicles are available for release from impound and storage 24 hours a day. A separate designated office is provided exclusively for use by law enforcement personnel, with access to a phone, computer, including high speed internet, printer/facsimile/copier, and all necessary office supplies. There is designated parking on the premises for law enforcement.

Mr. C's has a full time dispatcher, on duty 24 hours a day, 365 days a year, and at least 11 drivers, all of whom are licensed California drivers with years of experience in the towing business and have been working for Mr. C's for an average of eight years. All of the drivers are bilingual (English/Spanish). Additional personnel and staff are available from the main office and additional staff will be added as the need arises.

Drivers are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. The drivers are highly qualified in towing and recovery, receiving the necessary training of relevant provisions of the California *Vehicle Code* pertaining to towing and storage. All drivers are WreckMaster, CTTA, or AAA trained and certified. A criminal history check is performed upon hiring of each driver. Drivers are required to submit to random drug testing and regular checking of their driving record is performed. A monthly update of company policies and statutes and changes in the law pertaining to the towing industry, as applicable, is conducted to ensure safety and consistency in the field.

Each driver wears a Mr. C's uniform, complete with name tags that are clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Mr. C's has 21 newer tow trucks, with varying features, all with a rating of over one ton or greater, and include six 2-car flatbed tow vehicles. Additionally, Mr. C's has two heavy duty big rigs, special towing equipment, capable of handling unique vehicles, such as luxury automobiles or specialized types of vehicles such as motor homes, motorcycles or large trucks, and recovering vehicles that have gone over the side of the roadway and/or down a hill, eliminating the need for any subcontracting of services. All of Mr. C's vehicles are equipped, operated and maintained in accordance with the provisions of *Vehicle Code* §§24605, 25253, 25300, 27700 and 27907. The vehicles and facility are inspected annually by the CHP.

Additional equipment includes 5 forklifts to assist in moving vehicles around the warehouse and storage yard without requiring the use of a tow vehicle, and a vehicle lift (9000 lbs) to assist with inspections and investigations.

All calls for service are recorded on a carbon-copied call back book by date and number for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle. All tow trucks and base station are equipped with two-way radios on the 400 band.

Fees for service, with some exception depending on the municipality, are in line with CHP rates.

The information contained herein and provided with this Response is truthful and accurate and believed to be sufficiently detailed, however, should any additional information be needed or clarified, we are available to provide a prompt response.

CERTIFICATION

Mr. C's certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

Respectfully submitted,

MR. C'S TOWING OF SOUTH GATE, INC.



JERRY BROWN
General Manager

BASELINE REQUIREMENTS AND FACTORS WEIGHED AND CONSIDERED

- **Baseline Requirements**
- **Factors Weighed and Considered**
 - Inspection Checklist (Attachment 2)
 - Trucks and Equipment
 - Facilities
 - Primary Storage Facility
 - Yard/Impound Lot
 - Office
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 - Safeguarding Vehicles
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 - References From Other Towing Service Contracts/Municipalities
 - Approach To Scope of Work and Response Time
 - Schedule of Rates/Fees, Charges and Release of Vehicles
 - Conduct
 - Reports to the City and Collection of Fees
 - Affirmative Action Certification

BASELINE REQUIREMENTS

Mr. C's Towing of South Gate, Inc. (hereinafter "Mr. C's"), is a California corporation in good standing since incorporation in 2002. Mr. C's maintains a State of California Motor Carrier Permit and a City of Huntington Park business license, both current and in good standing, to conduct its business in the City.

As reflected in the Executive Summary, and supported by the Tow Services & Facilities Inspection Checklist (Attachment 2), Mr. C's meets and/or exceeds the Baseline Requirements set forth in Section C(1): (1) Minimum and Other Requirements as prescribed in Sections I and II of Attachment 2; (2) Minimum Insurance Requirements as prescribed in Attachment 3.

In addition to the Baseline Requirements, Mr. C's has had a towing contract with the City of Huntington Park (hereinafter 'the City') since 2016; has its 3 acre primary storage facility in the City; and is currently on the approved CHP authorized tow list, confirmed by CHP letter dated 7/1/2021. A copy of the CHP Towing Service Agreement (TSA) will be provided as a separate document with submission of the Response to the RFP.

The following is intended to cover the issues referred to in each of the Attachments, while incorporating, as appropriate, the additional details of 'Factors Weighed and Considered' set forth in Section C (2).

FACTORS WEIGHED AND CONSIDERED

Inspection Checklist (Attachment 2)

Trucks and Equipment

Vehicles available to perform tow services to the City **meet or exceed the minimum requirements** and are capable of providing the following services: recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons, wheel lift towing, roll back/flatbed towing, towing in parking garages, towing of large and oversized vehicles and towing of motorcycles, without causing additional damage.

The tow vehicles and equipment include the following:

- Class A Tow: 13
- Class B Tow: 1
- Class C Tow: 0
- Flatbed Carrier: 6 -2 car carriers
- Class D Tow: 2
- Vehicle Lift (9000 lbs) 1
- Forklifts: 5 (3 - 5000 lbs; 2 - 4000 lbs)
- Heavy Duty Trailer 1 (over 33,000 lbs)

Detailed description of the tow vehicles, by make model and year, are provided as follows:

UNIT #	YEAR	MAKE/MODEL	GVWR	TYPE
1	2014	FORD F-550	16,500	WL-C
2	2019	FORD F-450	16,500	WL-C
3	2001	GMC HD 3500	15,000	WL
4	2017	FORD F-450	16,500	WL-C
5	2014	HINO 258ALP	25,500	FB 2-CAR
6	2017	HINO 1LP	25,500	FB 2-CAR
7	2019	CHEVY 5500HD	19,500	WL-C
8	2017	HINO 258ALP	25,500	MED
9	2017	FORD F-450	16,500	WL-C
11	2018	FORD F-550	18,000	WL-C
12	2017	FORD F-450	16,500	WL
14	2016	FREIGHT CASA	40,000	B RIG
15	2018	PETERBILT 389	65,000	B RIG
900	2016	FORD F-450	16,500	WL-C
901	2015	FORD F-450	16,500	WL-C
902	2020	FORD F-450	16,500	WL-C
903	2018	FORD F-450	16,500	WL-C
904	2020	HINO 258	25,500	FB 2-CAR
905	2020	HINO 258	25,500	FB 2-CAR
102	2019	CHEVY 6500	19,500	WL-C
108	2018	HINO 258	25,500	FB 2-CAR
114	2017	HINO 258	25,500	FB 2-CAR

LEGEND:

WL-C: Wheel Lift – Combo (w/boom)

WL: Wheel Lift

B RIG: Heavy Duty Big Rig

FB: Flatbed

FB 2-CAR: Flatbed 2-car carrier

Med: Medium Duty

All tow vehicles and equipment of Mr. C's comply with all State and Federal requirements, where applicable, including marking of tow vehicles per the California *Vehicle Code*.

All vehicles are on a preventative maintenance schedule, strictly followed, to ensure reliability and performance. All tow vehicles are inspected annually by the CHP. Additionally, all tow vehicles are inspected daily by the driver, who is assigned to his or her own vehicle. All the vehicles are equipped with cleaning supplies and each driver takes pride in keeping his or her truck spotless.

Facilities

The facilities for receiving and securely storing vehicles for the City meets or exceeds the minimum requirements.

Primary Storage Facility:

The Primary Storage Facility is located at 6105-6069 Maywood Ave., in Huntington Park, CA. and is owned by Mr. C's.

Yard/Impound Lot:

The Primary Facility yard is approximately 3 acres, capable of holding at least 900 vehicles on asphalt surface with additional concrete surfaces elsewhere on the premises. The Primary Storage Facility is secure and environmentally safe. An operational spill plan is available for review.

The Primary Facility impound lot is secured by a steel fence around the entire perimeter, in excellent condition and is a minimum 10 ft. in height and accessible by a solid metal electric gate for security. The property is equipped with LED exterior lighting, as well as a 36 camera, digital video monitoring/recording system/equipment, accessible to the City's Police Department from their station, with recording capacity up to 30-45 days, for additional security. Further, the facility is physically "manned" 24/7/365 so that any unauthorized entry or attempt to enter the premises can be immediately detected.

Also on the premises is an enclosed warehouse, within which is an enclosed, locked evidence cage, the latter of which can hold approximately 25 vehicles. Additional holding space, if needed, is available within the warehouse and will hold at least 20 cars/trucks. Vehicles in the enclosed warehouse and evidence cage are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

There is designated parking on the property for law enforcement officers. The Primary Facility also maintains an inventory of tires for police vehicles, which are available for changing by Primary Facility personnel.

Office:

The Primary Facility office, located on the premises, is open during business hours (0700 to 1800 hours, Monday through Friday) and vehicles are available for release from impound and storage 24 hours a day, 7 days a week. Alternate hours, as directed by the City, will also be available by Mr. C's, to accommodate special City events.

A designated office area in the Primary Facility office is provided exclusively for use by law enforcement personnel, with access to a phone, computer, including high speed internet, printer facsimile/copier and all necessary office supplies. Additionally, the office has a refrigerator stocked with refreshments, a microwave and television.

Towing/Storage Provisions**Safeguarding Vehicles:**

Vehicles towed by Mr. C's remain in the same condition as received. Vehicles towed and placed in the evidence cage remain in the locked cage in the same condition as received, deferring to police personnel to catalogue or otherwise secure personal property in the vehicle, for validation and chain of custody issues, unless otherwise instructed and supervised by law enforcement.

Staffing Provisions

Mr. C's has no 'blemish' of criminal or other illegal conduct or business practices, including no convictions of same, nor unethical or predatory business practices. Mr. C's has not been terminated from a towing service contract similar to the one which is the subject of this Response Proposal.

Dispatcher:

A dispatch operator is on duty 24 hours a day, 365 days a year, providing the ability to maintain a telephonic point of contact for receiving City requests for towing services 24 hours per day and telephone service to receive calls from the public. The dispatching system is geared for prompt dispatching of calls, with corresponding prompt response, estimated at less than 10 minutes, the average response time provided under the current contract between Mr. C's and the City. All tow trucks and base station are equipped with two-way radios, which provide the ability to maintain 24-hour per day communication contact with tow vehicles.

All calls are recorded on a carbon-copied call back book by date and number for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle.

Personnel/Drivers

The character and integrity of Mr. C's is of paramount importance to Mr. C's. It is a member of the Better Business Bureau and holds an A+ rating. Its general manager, Jerry Brown, a retired law enforcement officer, retiring as a Lieutenant in 2002 after more than 30 years of service, strives to maintain good relationships with all contracting agencies and good customer service. He has an intimate understanding of the needs and operations of a police department relative to the services required from a tow service, as well as knowledge of pertinent/relevant provisions of the California *Vehicle Code*.

The good relationships and customer service is further carried out by the Dispatcher and Office Manager, both of whom are regularly involved with release of vehicles and contact with members of the public, as well as the drivers and their supervisors, who are respectful of law enforcement and try to maintain good customer service.

Driver Hiring/Training:

Drivers employed by Mr. C's, all of whom are bilingual (English/Spanish), are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. They are highly qualified in towing and recovery and, once hired, obtain either WreckMaster, CTTA or AAA training/certification, if they do not already have one or the other. The Driver Supervisor, with almost 42 years of towing experience, is a certified WreckMaster Trainer.

Drivers have their driving record checked on a regular basis. They are required to submit to random drug testing, and, upon hiring, a criminal history check is performed.

Each driver wears a Mr. C's uniform, complete with nametag that is clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed/groomed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Driver training involves a monthly update of company policies to ensure safety and consistency in the field. Statutes and changes in the law pertaining to towing are included in the monthly training or more often as circumstances dictate.

Resumes of Principals, Officers and Key Managerial Personnel

There is no history of criminal or other illegal conduct or illegal business practices, nor any convictions of such, unethical and/or predatory business practices, and/or poor, nonresponsive and/or discourteous customer service as to the public agencies served by the company and/or its principal, managerial and/or supervisory personnel.

Kurtis McElroy

Mr. McElroy, President of Mr. C's, began his career in the towing industry over 30 years ago, working, in the beginning, as a tow truck driver for a local company in Orange County. In approximately 1989 Mr. McElroy took ownership of his own towing business, acquiring contracts with various public entities and law enforcement agencies.

Jerry Brown

Mr. Brown, General Manager of Mr. C's, transitioned from his law enforcement career of over 30 years in Los Angeles County to Mr. C's when it became incorporated in 2002. While in his last years of law enforcement as a Lieutenant, Mr. Brown became involved in developing the towing contract for his employer City and working with tow companies relative to the expectations and requirements of a tow service. As such, he has an intimate and unique understanding of the needs and operations of a police department relative to the services required from a tow service and is well versed in the California *Vehicle Code*, including those sections pertaining to towing and impound activities. He is very community minded and is a member of the South Gate Rotary Club and has held various leadership roles in Rotary District 5280 and continues to do so up to the present time, in addition to Board membership in the local Chamber of Commerce.

Mark Mathis

Mr. Mathis, the Driver Manager, started his towing career over 42 years ago as a tow truck driver. He is familiar with all aspects of the towing industry and is a Certified WreckMaster trainer. He, too, has been with Mr. C's since incorporation in 2002.

Steve Allen

Mr. Allen, the Driver Supervisor, has been in the towing industry for more than 18 years as a driver. He is familiar with all aspects of the towing industry and applicable laws and procedures. He has his WreckMaster's Certificate. He has been employed by Mr. C's for about 6 years.

Financial Strength Of Proposer

Mr. C's has sufficient operating capital to expand and grow as necessary to meet the unique needs of the City. As further evidence of its financial strength, Mr. C's provides, a letter from Mr. C's accountant, **A CONFIDENTIAL DOCUMENT, NOT INTENDED FOR PUBLIC DISCLOSURE**.

Insurance Requirements Checklist (Attachment 3)

Mr. C's **meets and/or exceeds the minimum insurance requirements** set forth in the RFP. The coverage is provided by a company with a Best's Rating of "A. VII" or better. Mr. C's maintains insurance policies with limits as follows and Certificates of Insurance/Proof of Insurance, consistent with the following, is available for review upon request:

<u>TYPE</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>
▪ Workers Compensation	ICW statutory limits	N/A
▪ Commercial General Liability	\$1 million/\$3 million gen. agg.	\$1,000
▪ Business Auto Liability	\$1 million CSL	\$1,000
▪ Garagekeepers Liability	\$500,000	\$500/\$2,500
▪ On-Hook Liability	\$100,000/\$300,000	\$1,000

Additional insured endorsements and waiver(s) of subrogation, as required in the RFP, will be obtained, and provided to the City if Mr. C's is awarded the contract.

List Of Municipalities/Public Agencies For Whom Similar Services Provided

Mr. C's list of clients has grown over the years because of the Company's attention to detail and to the needs and requirements of law enforcement agencies. Mr. C's is not and has never been in default or breach under any similar towing and secure storage services contract with any other public agency. The agencies with whom Mr. C's performs towing and related services under contract, include the following for both locations (Mr. C's Towing of South Gate and Mr. C's in Los Alamitos) in alphabetical order:

AGENCY	LOCATION	SERVING SINCE
City of Bell Police Dept	Bell	2014 - Present
City of Bell Gardens	Bell Gardens	10/2018 – Present
California Highway Patrol	Westminster	1987 – Present
California Highway Patrol (Evidence Contract)	Westminster	1995 – Present
California Highway Patrol	East Los Angeles	2003 – Present
City of Huntington Park	Huntington Park	2016 - Present

AGENCY	LOCATION	SERVING SINCE
La Palma Police Dept.	La Palma	1991 – Present
Los Alamitos Police Dept.	Los Alamitos	1987 – Present
Los Angeles Sheriff's Dept.	Hawaiian Gardens	1997 – Present
Lynwood (City of)	Lynwood	2017 - Present
Seal Beach Police Dept.	Seal Beach	1992 – Present
Signal Hill Police Dept.	Signal Hill	1994 – Present
South Gate Police Dept.	South Gate	Dec 2002- Present
Vernon (City of)	Vernon	10/2019 - Present

References From Other Towing Service Contracts/Municipalities

Chief Carlos Islas (8/17/2021 letter attached)

Bell Police Department

6326 Pine Avenue Bell, CA 90201
(323) 585-1245, (323) 562-0410 Fax

Chief Darren Arakawa

South Gate Police Department

8620 California Avenue
South Gate, CA 90280
(323) 563-5400

Officer David Solorio

CHP/East Los Angeles

1601 Corporate Center Drive
Monterey Park, CA 91754
(323) 980-4600

Edgar Cisneros (8/1/2021 letter attached)

City Manager

City of Commerce

2535 Commerce Way
Commerce, CA 90040
(323) 722-4805

Maria Davila (8/17/2021 letter attached)

Council Member

City of South Gate

8650 California Avenue
South Gate, CA 90280
(323) 563-9543

Approach To Scope Of Work And Response Time

Mr. C's intends to continue to provide swift, professional service in the removal of any vehicle, as directed by the City, from any City street as it has done since 2016. It has sufficient equipment and personnel to do so. It will provide impound, towing and storage services to the City as directed by the City. Mr. C's is committed to give priority to City calls when requested and to maintain sufficient personnel and equipment to perform such services, as described above, with a response time averaging less 10 minutes based upon the current monthly average in the current

contract. If Mr. C's is unable to meet the average response, it is anticipated a maximum response time would be no more than 15 minutes which is less than the minimum requirement as provided in the RFP for standard maximum response time. Should a tow unit be unable to respond immediately, the City will be immediately notified and provided with an estimated time of arrival.

Mr. C's is fully capable and qualified to meet all requirements and scope of services, including towing and secure storage for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by HPPD. Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or evidentiary purposes as directed by HPPD officers and employees of the City, other impoundment of vehicles as directed by HPPD, and necessary service to heavy duty vehicles on the highway.

The service to be provided by Mr. C's not only includes response to calls in the field but participating in DUI check points or other special events as requested by the City.

Mr. C's shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, changing flat tires, and battery jump starts to all vehicles owned by the City of Huntington Park, made at the request of any authorized city employee, whenever such vehicles require such service anywhere, and not limited to within the city.

As part of its commitment to the City, Mr. C's welcomes the opportunity to continue being involved in community service charitable functions and events in the City as it has over the past five years.

Schedule Of Rates/Fees, Charges And Release Of Vehicles

All rates/fees persons must pay, whose vehicles are towed and stored, are clearly posted at the property and, with some exception depending on the municipality and contract, the fees Mr. C's charges are in line with CHP rates, and include:

- Towing fee \$210 per vehicle
- Storage fee \$73/day

Mr. C's is agreeable to adjust its rates/fees to an amount less than the CHP rates, for the City, upon request.

Mr. C's accepts cash, credit and debit cards for payment of fees for the release of vehicles upon presentation of proper identification.

For those vehicles towed/impounded and brought to Mr. C's yard, and within three (3) days of the vehicle being impounded, Clear Choice, a licensed lien sale company, complies with all California statutory requirements, and sends written notice to the registered and legal owner of the vehicle's location and location phone number, with release and other relevant information.

If circumstances permit, the vehicle's location and phone number of where the vehicle will be taken for impound is provided at the time of impound by the Impounding Officer.

All lien related paperwork and filings are handled by Clear Choice. Lien sales are held every Wednesday.

Conduct

Consistent with its A+ Better Business Bureau rating, professionalism, ethical, lawful, and competent actions are part of Mr. C's business practices by all persons employed by the Company. Consistent with its standard policies and procedures, all complaints made are investigated promptly with action, if appropriate, taken. Mr. C's will investigate and provide to the Chief of Police or his or her designee in writing, within thirty (30) calendar days of receipt of notification of the complaint, the results of the investigation, and what measures, if any required, are or will be taken to address the complaint and any future occurrence. The time deadline, however, is dependent on the circumstances and availability of information within the time stated. Under such circumstances, the Chief of Police or his or her designee, will be notified of the reason for additional time needed to respond.

Reports To The City And Collection Of Fees

Mr. C's agrees to pay to the City a monthly franchise fee of 14% based on the number of vehicles towed and/or impounded by the towing company. Mr. C's will submit timely payment of monthly franchise fees no later than the 15th of the month, together with supporting report in a spreadsheet format. The report is prepared from the invoices and logbook information prepared concurrent with the call for service and maintained by Mr. C's in accordance with its business records retention practice, for a minimum of three years.

Books and records are made available by Mr. C's for inspection by the City, as is the storage facility and equipment.

Affirmative Action Certification

Mr. C's certifies that it takes all steps to satisfy or otherwise meet equal employment opportunity requirements and does not and has never engaged in the discrimination against any employee or applicant for employment because of race, color, ancestry, national origin, religion, sex, handicap or age.

Although Mr. C's has not found it necessary or otherwise be required to subcontract any of its work in order to perform its towing and storage services for any of its clients, Mr. C's certifies that should subcontracting be required, that affirmative action will be taken to seek out and consider minority business enterprises for those portions of work that may be subcontracted, and that such affirmative action will be fully documented, open to inspection by the City, and will remain in effect for the life of the contract, should one be awarded to Mr. C's.

Mr. C's has made every effort to address all pertinent factors set forth in the RFP for consideration by the City, with sufficient detail demonstrating that Mr. C's meets or, in many instances, exceeds, the requirements set forth in the RFP, avoiding generalities or

ambiguities/vagueness. Should there be any issues not fully discussed, or questions that develop, Mr. C's will promptly address any such issues of concern.

Respectfully Submitted,

MR. C'S TOWING OF SOUTH GATE, INC.

A handwritten signature in black ink that reads "Jerry Brown". The signature is written in a cursive style with a large, stylized "J" and "B".

JERRY BROWN
General Manager

COMPLETED FORMS

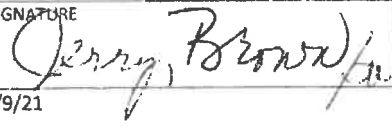
(Application and Attachments 2 – 9)

City of Huntington Park Tow Listing Application

- Attachment 2*** Tow Services & Facilities Inspection Checklist
- Attachment 3*** Insurance Requirements Checklist
- Attachment 4*** Civil Litigation History/Civil Litigation Certification
- Attachment 5*** Criminal Convictions Certification
- Attachment 6*** Disclosure of Contacts with City Council Members
- Attachment 7*** False Claims/False Claims Act Certification
- Attachment 8*** Non-Collusion Affidavit
- Attachment 9*** Performance Bond (Not Included With Bid Posting)

Police Towing and Vehicle Storage Services - RFP
August 9, 2021

HPPD TOW LISTING APPLICATION

BUSINESS		
1. BUSINESS NAME AND MAILING ADDRESS Mr. C's Towing of Huntington Park Mr. C's Towing of South Gate 4421 Mason Street South Gate, CA 90280		TELEPHONE NUMBER(S) 2. DAY 323-249-0575 3. NIGHT same as above
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE		5. AUTOMOBILE CLUB AFFILIATIONS None
6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		7. YEARS IN THE TOWING BUSINESS 19 years
8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS) 6105 - 6069 Maywood Avenue Huntington Park, CA 90255		<input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED DISTANCE FROM HUNTINGTON PARK In City MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)		<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED DISTANCE FROM HUNTINGTON PARK MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FINANCIAL INTEREST		
14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION) Kurtis McElroy, President 6105-6069 Maywood Ave Huntington Park, CA 90255		
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN HUNTINGTON PARK?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN HUNTINGTON PARK?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY		
TOW TRUCKS		
<input checked="" type="checkbox"/> CLASS A (14,000 - 19,500 GVWR) <input type="checkbox"/> CLASS C (33,001 - 50,000 GVWR)		<input checked="" type="checkbox"/> CLASS B (19,501 - 33,000 GVWR) <input checked="" type="checkbox"/> CLASS D (OVER 50,001)
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE 	PRINT OR TYPE NAME AND TITLE Jerry Brown, General Manager	DATE 8/26/21

8/9/21

ATTACHMENT 2

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
TOW SERVICES & FACILITIES
INSPECTION CHECKLIST
(UPDATED: JULY 2021)
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: Mr. C's Towing of South Gate [Huntington Park Facility]

Under Articles I and II set forth the mandatory baseline requirements for each proposer's Primary Storage Facility. Inspectors must check "Yes" for each of the following baseline specifications listed below in order for a proposer to be considered for the award of a contract. If inspectors check "No" for any one or more of the following items, the proposer's proposal will not be deemed responsive and the proposer's proposal will not be considered for the award of a contract.

I. Minimum Requirements.

1. The proposer's Primary Storage Facility has at least three (3) on-site, fully equipped and operational tow trucks ready for service within Huntington Park at all hours.

X yes ___ no

notes:

Primary Storage Facility exceeds minimum requirements

2. The proposer's Primary Storage Facility has at least one (1) on-site flatbed tow truck ready for service within Huntington Park at all hours.

X yes ___ no

notes:

Primary Storage Facility exceeds minimum requirements

3. The Primary Storage Facility is always open for business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

X yes ___ no

notes:

Business hours are 0700 - 1800 and alternate hours, as directed by the City, available to accommodate special City events

4. A. The proposer's Primary Storage Facility has a minimum vehicle storage capacity of one hundred (100) vehicles that may be dedicated at any one time to vehicles referred to the facility by the Huntington Park Police Department.

X yes ___ no

B. The Primary Storage facility is located within five (5) miles from the territorial boundaries of the City of Huntington Park.

X yes ___ no

C. All of the following apply to the Primary Storage Facility:

1. The Primary Storage Facility can adequately accommodate all "hold" vehicles, all late model vehicles, all specially equipped vehicles and all vehicles to be released immediately to owners.
2. It is entirely surfaced with either concrete or asphalt.
3. It is free of holes or areas that are broken or decomposed.
4. Clean and free of litter, debris and weeds.
5. Sized and dimensioned to afford safe access to all vehicles

X yes ___ no

notes:

Primary storage facility exceeds minimum requirements

5. Primary Storage Facility is immediately adjacent to the proposer's office facilities.

X yes ___ no

notes:

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

X yes ___ no

notes:

7. Secure and environmentally safe (operational spill plan must be available) vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from HPPD.

☒ yes ☐ no

notes:

8. The Primary Storage Facility is located in the corporate city limits of the City of Huntington Park or within five (5) miles of the city boundaries.

☒ yes ☐ no

notes:

Distance: Primary storage facility is located IN Huntington Park

9. A. The vehicle storage facility is completely enclosed by a wall or fence that is continuously no less than six (6) foot in height for the entire perimeter of the wall/fence measured from the interior of the facility at grade level to the top most portion of the fence. Inspectors will make measurements at no less than eight (8) points.

☒ yes ☐ no

notes:

Primary Storage Facility exceeds minimum requirements

B. The 6 foot high wall or fence that encloses the Primary Storage Facility is made of brick, block wall, chain link, iron or other metal or combination thereof.

☒ yes ☐ no

notes:

C. All portions of the wall or fence are in good condition and repair and do not have holes, gaps or other signs of damage or disrepair and do not have holes or gaps large enough for a person to crawl through or climb through, thereby undermining the security of the Primary Storage Facility.

☒ yes ☐ no

notes:

D. The wall or fence is equipped with a functioning gate or door of no less than six (6) feet in height as well.

☒ yes ☐ no

notes:

E. The ground surface area of the interior of the vehicle storage area(s) of the Primary Storage Facility is/are entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.

☒ yes ☐ no

notes:

10. The Primary Storage Facility is able to provide locked and secure evidence storage of two (2) vehicles within an enclosed area that are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

☒ yes ☐ no

notes:

Primary Storage Facility exceeds minimum requirements

11. The Primary Storage Facility includes a separate secured vehicle inspection area within the facility where police personnel may inspect impounded vehicles for evidence and in the furtherance of other investigative activities. The proposals of proposer's whose secured inspection areas are indoors and completely enclosed will be viewed more favorably than proposals of proposers whose secured areas are outdoors or only partially enclosed. Nevertheless, whether or not the secured inspection area is outdoors or indoors will not, by itself, be dispositive as to whether or not a proposer will be awarded a contract or not.

☒ yes ☐ no

notes:

12. Tow truck drivers and on-site personnel appear to be neat, clean and have professional appearance with distinctive tow truck company attire.

☒ yes ☐ no

notes:

13. Vehicle storage facility has fully-functioning, on-site fixed lighting utilities sufficient to clearly illuminate all areas of the storage facility.

☒ yes ☐ no

notes:

14. The Primary Storage Facility has an operating security alarm system and/or motion sensor system capable of immediately alerting staff and law enforcement of any unauthorized entry upon the premises.

☐ yes ☒ no

notes:

Facility is physically 'manned' 24/7/365 so any unauthorized entry or attempt to enter can be immediately detected. There is a digital video monitoring/recording system - 36 cameras with recording capacity up to 30-45 days

15. The Primary Storage Facility has operating video surveillance equipment that provides 24 hour surveillance to all vehicle storage areas, and all areas where evidence property may be stored, all customer areas, perimeter and all entry ways and exits to the facility. Recordings of all video surveillance are maintained for a period of at least 48 hours.

☒ yes ☐ no

notes:

Primary Storage Facility exceeds minimum requirements

16. The Proposer must provide proof, at the time of inspection, of a valid business license for the Primary Storage Facility.

☒ yes ☐ no

notes:

II. Other Requirements

1. The proposer's Primary Storage Facility contains towing equipment capable of providing for the following services:

- | | | |
|--|--------------|--------|
| (a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. | <u>X</u> yes | ___ no |
| (b) Wheel lift towing. | <u>X</u> yes | ___ no |
| (c) Roll back/flatbed towing. | <u>X</u> yes | ___ no |
| (d) Towing in parking garages. | <u>X</u> yes | ___ no |
| (e) Towing of large and oversized vehicles. | <u>X</u> yes | ___ no |
| (f) Towing of motorcycles without causing additional damage. | <u>X</u> yes | ___ no |

notes:

2. *State requirements.* All tow trucks and other vehicles used by the proposer in the performance of the towing services contemplated under the RFP comply with all requirements of the California Vehicle Code in terms of required equipment and capabilities, age and condition

X yes ___ no

notes:

deficiencies:

3. The proposer and its Primary Storage Facility has the ability to maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day.

X yes ___ no

notes:

4. The proposer and its Primary Storage Facility has the ability to maintain 24 hour a day communication contact with their tow vehicle(s).

X yes ___ no

notes:

5. The proposer and its Primary Storage Facility maintains a 24 hour per day telephone service to receive calls from the public.

☒ yes ☐ no
notes:

6. The Primary Storage Facility is equipped to allow payment by credit card and contains clearly visible signage as required by the Vehicle Code with regards to Tow Yard operations. Such signage also includes current towing rates as authorized by CHP.

☒ yes ☐ no
notes:

III. Additional Services/Equipment Available to the City of Huntington Park
(equipment or services offered by the Tow Agency at the time of the service/may be supported with photographs)

Service/Equipment: Fully equipped office for use only by the police officers

notes:

Equipment includes computer/printer, high speed internet, fax, refrigerator stocked with refreshments, microwave, TV

Service/Equipment: Designated parking for officers inside yard

notes:

Service/Equipment: Police Vehicle tires inventory and Tow Agency will perform tire change

notes:

Service/Equipment: Motor homes/passenger vehicles available for training purposes for local SWAT Teams, including LAPD and Bell Gardens SWAT

notes:

Service/Equipment: Bait vehicles available during the holidays for use by police agencies
notes: to help identify suspects in vehicle burglaries

Service/Equipment:
notes:

Service/Equipment:
notes:

Service/Equipment:
notes:

Service/Equipment:
notes:

Investigator's Notes: (Typed on additional page or hand written below)

Inspection Completed by:

_____ **Date/Time** _____

ATTACHMENT 3

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
INSURANCE REQUIREMENTS CHECKLIST
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: Mr. C's Towing of South Gate [Huntington Park Facility]

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section ____ of Article ____ of the Franchise Agreement. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

X yes ____ no
notes:

II. Garage Liability Insurance – minimum requirements met?

X yes ____ no
notes:

III. Garagekeepers Liability Coverage – minimum requirements met?

X yes ____ no
notes:
Limit \$500,000 with \$1,000 deductible

IV. On Hook Physical Damage Liability Insurance – minimum requirements met?

X yes ____ no
notes:

ATTACHMENT 3

V. Acceptability of Insurers - Insurers have A.M. Best's rating of no less than A:VII

X yes ____ no
notes:

Reviewer's Notes: (Typed on additional page or hand written below)

Review Completed by:

Date/Time _____

ATTACHMENT 4

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
**CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION**
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

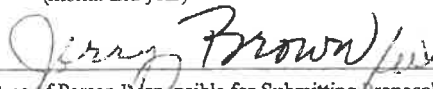
I, Jerry Brown, am the General Manager
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of Mr. C's Towing of South Gate (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

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

Executed this 26th day of August, 2021 at South Gate, California
(month and year) (city and state)

by 
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 4

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

ATTACHMENT 4

(3) Outcome of the case: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 5

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

CRIMINAL CONVICTIONS CERTIFICATION

(TOWING AND VEHICLE STORAGE SERVICES RFP)

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the City should be aware.

CRIMINAL CONVICTIONS CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, Jerry Brown, General Manager of Mr. C's Towing of South Gate, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
Mr. C's Towing of South Gate, its owner, any officer, manager or licensee

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____

(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

Executed this 26th day of August, 2021 at South Gate, California

(month and year)

(city and state)

by _____

(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

City of Huntington Park
Towing and Vehicle Storage Services RFP

ATTACHMENT 5

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 6

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255
DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** During the one-year period immediately preceding the date of submittal of this Proposal, list the date of all meetings or other communications the following persons have had with any one or more members of the Huntington Park City Council or any City employee regarding the provision of towing services the City of Huntington Park: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Please also identify the name(s) of the City Council members or City employees with whom such persons have met with or communicated with regarding the provision of towing services to the City of Huntington Park.

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

If the Proposer has not had any meetings or other communications with the persons mentioned above regarding the provision of towing services to the City of Huntington Park with the one-year period immediately preceding the submission of this Proposal, complete the following:

I, Jerry Brown, am the General Manager
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of Mr. C's Towing of South Gate (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has met with or communicated with any member of the Huntington Park City Council or any City employee regarding the provision of the towing and secured vehicle storage services for the City of Huntington Park during the one-year period immediately preceding the submission of this Proposal to the City of Huntington Park.

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

Executed this 26th day of August, 2021 at South Gate, California
(month and year) (city and state)

by Jerry Brown
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 6

HISTORY OF MEETINGS OR COMMUNICATIONS WITH HUNTINGTON PARK CITY COUNCIL MEMBERS AND/OR CITY EMPLOYEES REGARDING THE PROVISION OF TOWING AND SECURED STORAGE SERVICES TO THE CITY OF HUNTINGTON PARK DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE SUBMISSION OF THIS PROPOSAL

List the date of all such meetings or communications, the City Council member or City employee with whom you met with (attach extra pages if necessary)

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 7

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

**FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION**
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

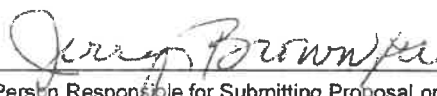
I, Jerry Brown, am the General Manager
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of Mr. C's Towing of South Gate (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of HUNTINGTON PARK, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

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

Executed this 26th day of August, 2021 at South Gate, California
(month and year) (city and state)

By 
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 7

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

- (2) Identity of tribunal or court and case name or number, if any: _____

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

CITY OF HUNTINGTON PARK
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255
NON-COLLUSION AFFIDAVIT
(TOWING AND VEHICLE STORAGE SERVICES RFP)

JERRY BROWN being first duly sworn, deposes and says that he or she is General Manager of Mr. C's Towing of South the party submitting a proposal for the award of City of Towing and Vehicle Storage Services franchise for the City of HUNTINGTON PARK. that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City of HUNTINGTON PARK in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

(Signature of Bidder)

City of HUNTINGTON PARK
Towing and Vehicle Storage Services RFP
Page 1 of 2

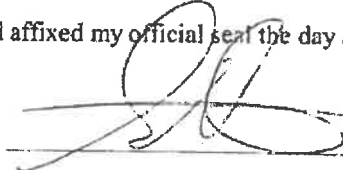
ATTACHMENT 8

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me this 20 day of August,
20 21.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

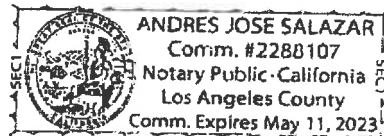
(SEAL OF NOTARY)


(Signature of Notary)

Andres Jose Salazar
(Typed Name of Notary)

A notary public or other officer completing this certificate certifies that the
identity of the individual who signed the document to which this certificate is attached,
and the voluntariness, capacity, or validity of that document.

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed) before me on this 20 day
of August 2021 by Lenny Braun
proved to me on the basis of satisfactory evidence to be the
(person(s) who appeared before me.)
Signature [Signature] (Seal)



END OF DOCUMENT

ATTACHMENT 9

PERFORMANCE BOND

We, To be provided should contract be awarded to Mr. C's Towing of South Gate, as Principal, and _____ as Surety, Jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of HUNTINGTON PARK ("City") for payment of the penal sum of _____ (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, primarily for services related to towing and storing vehicles within the jurisdictional boundaries of the City. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City and its officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed there under, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees and costs incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2021

ATTACHMENT 9

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

0 _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

0 _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

General Counsel

Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service in process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the applicable provisions of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)

STORAGE FACILITY PHOTOS









LETTERS OF RECOMMENDATION



August 17, 2021

Re: Letter of recommendation for Mr. C's Towing of South Gate, Inc.

To Whom It May Concern:

I would like to offer this letter of recommendation for towing services on behalf of Mr. C's Towing of South Gate, Inc. (Mr. C's). Mr. C's has been our primary service for many years and has been providing the City of Bell with reliable towing services. It is critical to have vehicles removed as soon as possible when incidents occur where towing services are needed. In addition, Mr. C's has always been responsive to all our officers and their departments. Mr. C's is also a sponsor to our National Night Out program which is an annual community-building campaign. I highly recommend Mr. C's Towing.

If you have any questions, please don't hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Carlos Islas", written over a light blue grid background.

Mr. Carlos Islas, Bell Police Chief
Bell Police Department
6326 Pine Ave.
Bell, CA 90201



CITY OF COMMERCE

Edgar R. Cisneros
City Manager

August 1, 2021

RE: Mr. C's Towing

To Whom it May Concern:

I write to provide a positive letter of reference for Mr. C's Towing. Mr. C's Towing has served capably as the City of Commerce's exclusive towing services provider since 2018. Myself and the City look forward to many more years of dedicated service from Mr. C's.

After having personally worked with Mr. C's Towing under two different contracts since 2015, I can confidently state that the professionalism and level of service I have enjoyed with Mr. C's is unmatched by any towing company. I have also observed firsthand Mr. C's willingness to be a vital partner and invest in our community. Most importantly, their attentiveness to address community concerns whether it be inoperable vehicles in the public right of way which are causing traffic hazards, or dangerous vehicles parked on city streets, Mr. C's is always ready to serve with excellent service.

Do not hesitate to contact me if you have any questions related to Mr. C's Towing and the services they provide the City of Commerce. Thank you for consideration

Sincerely,

A handwritten signature in blue ink, appearing to read "Edgar Cisneros", is written over a faint, circular official stamp.

Edgar Cisneros
City Manager

8650 California Avenue, South Gate, CA 90280
P: (323) 563-9543 F: (323) 569-2678
www.cityofsouthgate.org

City of South Gate
Council Member

August 17, 2021

Honorable Graciela Ortiz
Mayor, Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Re: Letter of Recommendation

Dear Mayor Ortiz,

I'm aware that the City of Huntington Park is seeking proposals for towing services. Our city's operator, Mr. C's Towing, has submitted a proposal to provide such services and I am writing to encourage you to consider this great company.

Not only has Mr. C's Towing served our community with distinction for over 20 years, but they have also been extremely responsive to our community's needs, while upholding the highest standards in carrying out their duties as our official towing service.

I know the South Gate Police Department is extremely pleased with their service in being both timely in responding to their calls and treating the vehicles with the upmost care.

Mr. C's has been an active supporter of many community-based organizations in South Gate. Their engagement has often been a critical element to the success of these organizations. During the COVID pandemic, they have not withdrawn but have been even more willing to assist those less fortunate during these difficult times.

It is a pleasure to recommend Mr. C's Towing to the City of Huntington Park and I hope you will seriously consider their proposal as I am sure they would serve your community with the same enthusiasm and professionalism as they have served ours for over two decades.

Please feel free to contact me directly, if need additional information.

Sincerely,

Maria Davila
Council Member

MISCELLANEOUS ATTACHMENTS

- Motor Carrier Permit
- California Air Resources Board Certificate of Reported Compliance Truck and Bus Regulation
- CHP Letter of Rotation Tow Approval
- Combined Certificate of Insurance
- BBB Accreditation

DEPARTMENT OF MOTOR VEHICLES

Registration Operations Division MS H875


P.O. BOX 932370 Sacramento, CA. 94232-3700

(916) 657-8153

11/23/2020



MR CS TOWING OF SOUTH GATE INC
4421 MASON STREET
SOUTH GATE, CA 90280

 MOTOR CARRIER PERMIT A Public Service Agency				
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700 MR CS TOWING OF SOUTH GATE INC 4421 MASON STREET SOUTH GATE, CA 90280	Valid From:	12/01/2020	Valid Through:	11/30/2021
	CA#:	0494530		
	The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
	For Hire Full Year Corporation			
Pmt Date:	11/19/2020	Office #:	154	
Account #:	665487	Tech ID:	R1	
Sequence #:	0023	Amt Paid:	\$1,283.00	

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

CALIFORNIA
AIR RESOURCES BOARD

**Certificate of Reported Compliance
Truck and Bus Regulation**

Issued to:

Mr. C's Towing of South Gate

CA-0494530

10 Vehicles Reported

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 (Truck and Bus Regulation). If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2021

Printed on 2021-05-07

TRUCKS Fleet Identification

138651



Anthony G. Smith
Director, Air Quality Management Division
California Air Resources Board

To verify the authenticity of this certificate, visit
<https://www.arb.ca.gov/certificates/>

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

1601 Corporate Center Drive
Monterey Park, CA 91754
(323) 980-4600
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 01, 2021

File No.: 535.13850.20769

Mr. Kurtis McElroy
Mr. C's Towing
4421 Mason Street
South Gate, CA 90280

Dear Mr. McElroy:

The California Highway Patrol, East Los Angeles Area office has reviewed your submitted CHP 234A, Rotation Tow Listing Application, form. The rates you submitted have been approved and will be effective July 1, 2021, and will remain in effect through June 30, 2022.

Based upon inspection of your current equipment, and the location of your business office, you are eligible to service the following East Los Angeles Area districts:

Class A: Zones 3 & 5.

The above district assignments are subject to change and may be modified as a result of any disciplinary action regarding response to calls. If you have questions concerning this matter please contact Officer D. Solorio at (323) 980-4600.

Sincerely,

M. Gill, Captain
Commander
East Los Angeles Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2021

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 Elite Commercial Insurance Services, Inc. P.O. Box 118		CONTACT NAME: Cassandra Evans PHONE (A/C, Ho, Ext): (805) 889-7768 E-MAIL ADDRESS: cevans@elitecommercialinsurance.com FAX (A/C, No):	
Somis CA 93066-9702		INSURER(S) AFFORDING COVERAGE	
INSURED Mr. C's Towing of Southgate, Inc. 4421 Mason St. South Gate CA 90280		INSURER A: AMGUARD INS CO	NAIC # 42390
		INSURER B: INSURANCE INS CO OF THE WEST	27847
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	K2GP213280	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	K2GP213280	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORIST \$ 60,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WVE-5021005-10	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGE KEEPERS LEGAL LIABILITY ON HOOK/CARGO		K2GP213280	03/01/2021	03/01/2022	\$500,000 LIMIT \$500,000 DED \$250,000 LIMIT \$1,000 DED

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

LOCATION 1: 4421 MASON ST., SOUTH GATE, CA 90280 - \$500,000 LIMIT
LOCATION 2: 6105 MAYWOOD AVENUE, HUNTINGTON PARK, CA 90255 - \$500,000 LIMIT
LOCATION 3: 10821 BLOOMFIELD STREET., LOS ALAMITOS, CA 90720 - \$250,000 LIMIT
LOCATION 3: 10821 BLOOMFIELD STREET., LOS ALAMITOS, CA 90720 - \$250,000 LIMIT

CITY OF HUNTINGTON PARK, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS IS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTO LIABILITY

CERTIFICATE HOLDER**CANCELLATION**CITY OF HUNTINGTON PARK
6500 MILES AVENUE

HUNTINGTON PARK

CA 90255

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

AUTHORIZED REPRESENTATIVE

Cassandra Evans

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Better Business Bureau®

[Home](#) > [California](#) > [South Gate](#) > [Towing Company](#) > [Mr. C's Towing](#) > Business Details

Business Details

Business Details

Mr. C's Towing

📍 4421 Mason St
South Gate, CA 90280-3328
🌐 <http://www.mrcstowing.com/>
☎ (323) 249-0575

Headquarters

4421 Mason St, South Gate, CA 90280-3328

Years In Business: 33
Business Started: 1/1/1986
Business Incorporated: 8/13/2002 in CA
Accredited Since: 5/16/2019
Type of Entity: Corporation
Number of Employees: 49

Alternate Business Name

Mr. C's Towing of South Gate, Inc.

Mr C's Towing Inc

[Read More](#)

Hours of Operation

Primary

M: Open 24 Hours

T: Open 24 Hours

W: Open 24 Hours

Th: Open 24 Hours

F: Open 24 Hours

Sa: Open 24 Hours

Su: Open 24 Hours

Business Management

Mr. Jerry Brown, General Manager

Mr. Kurtis McElroy, President

Mr. Ricky Northcott, General Manager

Refunds can be requested when a mistake is made on our part. We require accurate details as to date, time, location, complete description of vehicle and what would require a refund. Ask for further details.

Products and Services

Unlock vehicles at owners request, jump start vehicles when needed, tow vehicles and store vehicles as necessary.

Business Categories

[Towing Company](#)

[Accredited Since](#)

Accredited Since: 5/16/2019

Years In Business: 33

BBB Rating



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