

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, September 21, 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. I-Park App Presentation
2. Rails to River Future Presentation of R2R Segment B Alternative Analysis
3. Presentation of Proclamation Celebrating Hispanic Heritage 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. **PUBLIC EMPLOYMENT – POSITION: CITY CLERK**
Government Code Section 54957 (b) (1) – One Matter

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Christopher Lisner v. City of Huntington Park, et al.
USDC Case No. 5:19-cv-02009-VAP-SP

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 September 7, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated September 21, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. **RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON BICKETT STREET BETWEEN SLAUSON AVENUE AND THE NORTH CITY LIMITS AND DECLARING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT**

RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-25 setting the Public Hearing date of October 19, 2021 to adopt the Huntington Park Rule 20A Undergrounding Project at Bickett Street between Slauson Avenue and the North City Limits and declaring the formation of an Underground Utility District; and
2. Authorize the City Clerk's Office to publish the Notice of Public Hearing and notify the affected parcel owners of the undergrounding project.

4. CONSIDERATION AND APPROVAL TO COMPLETE THE WELLHEAD TREATMENT BY THE WATER REPLENISHMENT DISTRICT AT WELL NO. 15

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the completion of the wellhead treatment and rehabilitation of Well No. 15 by the Water Replenishment District for a not-to-exceed amount of \$690,410; and
2. Approve a budget appropriation in the amount of \$690,410 from Account No. 681-8030-461-76-26 Well No. 15 Water Fund Capital Project; and
3. Authorize the City Manager to execute all contract change orders and process all payments to the Water Replenishment District.

COMMUNITY DEVELOPMENT

5. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT ADVOCACY AND LABOR RELATIONS SERVICES

RECOMMENDED THAT THE CITY COUNCIL:

1. Award a one (1)-year professional services agreement (PSA) with an option to renew three (3) additional one (one) year term(s) to Upward Solutions, LLC for Project and Labor Advocacy Services as the most qualified firm;
2. Negotiate and Award the PSA for a not-to-exceed amount of \$5,000 per month for FY 2021/2022 Budget, payable from 111-0210-413.56-41; and
3. Authorize the City Manager to negotiate and execute the PSA.

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, October 5, 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 16th Day of September 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, September 7, 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 6:04 p.m. on Tuesday, September 7, 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; Nita McKay, Director of Finance & Administrative Services Alvarez-Glasman, City Attorney; Cynthia Norzagaray, Director of Parks & Recreation, Graciela Ortiz, City Mayor

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

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

PRESENTATION(S)

1. The Police Department presented "The New K9 Police Dog" named "Bam". Bam is a 5 years old, a Sport Dog from Holland, transferred from Burbank and trained on Narcotics and Suspect Finds.
2. Mayor Graciela Ortiz read the Proclamation for "Attendance Awareness Month". September is attendance awareness month, and it is important students attend school in person, remotely or through blended approaches.
3. Mayor Graciela Ortiz announced the Presentation of "The West Ana Branch Project by METRO".

PUBLIC COMMENTS

1. Hector Medellin: He is requesting the Light Bulbs located in Seville Avenue to be turned on or repaired.
2. Unknown: CR & R leaves receptacles on the street and they block the driveway. Resident is handicap and is concerned over how CR and R is handling the trash receptacles.
3. Sra. Angela: She is requesting Item 6, transportation service to be approved. She is pleased with the service and appreciates all the help.

4. Leslie Gonzalez: She would like to express her gratitude to the current Dial-A-Ride Company who has helped take her dad to his doctor's appointments.
5. Martha Gil: She is grateful for the Dial-A-Ride and hopes it never ends.
6. Sixta Sanchez: She would like to thank Sr. Daniel, a driver for Dial-A-Ride, who drove her to her husband's funeral. She is thankful for Dial-A-Ride.
7. Maria Lose: She is very happy with the Dial-A-Ride service and is grateful to the City of Huntington Park for their continuous support.
8. Yesica Rojas Maldonado: As a senior citizen, she is thankful for the Dial-A-Ride; it has helped her on her everyday life.

STAFF RESPONSE

Mayor Graciela Ortiz asked Public Works to follow up on the requests submitted through the public comments.

CLOSED SESSION

At 6:45 pm, Mayor Graciela Ortiz 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 7:53 p.m. Mayor Graciela Ortiz reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the minutes should reflect that with all five members of the City Council present, the item listed in the close session portion of the agenda 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: Mayor, Graciela Ortiz motioned to consent calendar from the September 7, 2021, Regular Meeting, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

Councilmember Macias indicated that a correction needed to be made for the August 17 Council Minutes, item 2 under the recording of the roll call. Minutes should reflect the following vote 3-0-1.

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved 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. Approved 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

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

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

Motion: Council Member Sanabria moved to approve acceptance of work performed by JT Construction Group, Inc. on the construction of the football field at Salt Lake Park; and 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, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

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

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

Motion: Council Member Sanabria moved to authorize staff to publish and solicit a Request for Proposal from qualified electrical contractors to provide traffic signal maintenance services. Seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

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

Mayor Graciela Ortiz recused herself from participating during the discussion of this item.

Vice Mayor Martinez abstained from voting on this item.

Motion: Council Member Sanabria moved to 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; 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 Authorize the City Manager to negotiate and execute the PSA. Seconded by Council Member Macias Motion passed 3-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias

NOES: Council Member(s): None

ABSTAINED Vice Mayor Martinez

POLICE

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

City Manager Ricardo Reyes introduced Chief of Police Department Cosme Lozano to present the item.

Motion: Mayor Ortiz moved to 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 authorize the City Manager to finalize and execute the agreement. Seconded by Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA.

DEPARTMENTAL REPORTS –

WRITTEN COMMUNICATIONS –

COUNCIL COMMUNICATIONS –

Council Member Avila had no comments

Council Member Marilyn Sanabria thanked the staff for their hard work and continued service to their community.

Council Member Karina Macias thanked staffed for their hard work.

Vice Mayor Eduardo “Eddie” Martinez thanked staff.

Mayor Ortiz wished everyone a good night.

ADJOURNMENT

At 8:43 p.m., Mayor Ortiz adjourned the City of Huntington Park City Council meeting to a Regular Meeting on Tuesday, September 7, 2021 at 6:04 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 9-21-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	313010-00	681-8030-461.43-30	WELL 14 SELF STARTER	3,690.39
				\$3,690.39
ACCESS AUTO GLASS LLC	1031	741-8060-431.43-20	WINDOW SHIELD REPLACEMENT	209.55
				\$209.55
ADIR INTERNATIONAL EXPORT LTD	1Q21-2Q21	111-9010-465.56-33	SALES TAX ALLOCATION	23,919.15
				\$23,919.15
ALL CITY MANAGEMENT SERVICES, INC	71615	111-7022-421.56-41	CROSSING GUARD SRVC 8/8-8/21/21	3,606.81
				\$3,606.81
ALVAREZ-GLASMAN & COLVIN	2021-05-19911	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	15,047.00
	2021-05-19912	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	215.00
	2021-05-19913	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	1,763.00
	2021-05-19914	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	5,862.00
	2021-05-19915	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	15.20
	2021-05-19916	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	664.00
	2021-05-19917	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	1,557.50
				\$25,123.70
AT&T PAYMENT CENTER	7/28/21-8/27/21	111-7010-421.53-10	PD PHONE SERVICE	1,945.76
				\$1,945.76
BDG LAW GROUP	29501	745-9031-413.32-70	LEGAL SRVCS-JULY 2021	1,267.50
				\$1,267.50
BENEFIT ADMINISTRATION CORPORATION	6030266-IN	111-2030-413.56-41	FLEX ADMIN FEES-JULY 2021	50.00
				\$50.00
BRINK'S INCORPORATED	4214132	111-9010-419.33-10	MONEY PROCESSING-AUG 2021	227.20
	4214132	111-9010-419.33-10	MONEY TRANSPORT-AUG 2021	546.56
				\$773.76
BURRO CANYON ENTERPRISES, INC.	2489	111-7010-421.56-41	PD RANGE FEES	120.00
				\$120.00
CALIFORNIA FRAME & AXLE	65436	219-8085-431.43-21	FRONT WHEEL ALIGNMENT	85.00
	65467	219-8085-431.43-21	FRONT WHEEL ALIGNMENT	85.00
				\$170.00
CALPRIVATE BANK	24692166P2XBFB	111-0110-411.58-21	COUNCIL OFFICE SUPPLIES	1,560.04
	241224771S66F2Y	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	1.60
	24692166E2XLH7T	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	86.29
	24692166Y2Y10ED	111-0110-411.61-20	CLEAN UP EVENT SUPPLIES	346.24
	74692166Q2XFDNT	111-0110-411.61-20	RETURN CREDIT	-134.64
	2413746762XE73J	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	128.14
	24231686ZRBGHQZ	111-0110-411.66-05	CLEAN UP EVENT SUPPLIES	29.07
	242316876RBGHDF	111-0110-411.66-05	CLEAN UP EVENT SUPPLIES	38.22
	24275396PS66LNZ	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	100.50
	24692166Y2XLMSY	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	77.18
	24740069S66FVB	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	176.60
	244921569RTTBVQ	111-2030-413.59-15	WEBINAR REGISTRATION	125.00
				\$2,534.24

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	376828	219-8085-431.43-21	SHUTTLE BUS CORE CREDITS	-110.26
	376904	219-8085-431.43-21	VEHICLE PARTS	138.54
	377052	219-8085-431.43-21	SHUTTLE PARTS	82.91
	376911	741-8060-431.43-20	VEHICLE PARTS	359.95
	376912	741-8060-431.43-20	VEHICLE PARTS	79.87
	376916	741-8060-431.43-20	VEHICLE PARTS	6.84
	376917	741-8060-431.43-20	VEHICLE PARTS	186.86
	376961	741-8060-431.43-20	VEHICLE PARTS	180.71
	376981	741-8060-431.43-20	VEHICLE PARTS	164.29
	377060	741-8060-431.43-20	VEHICLE PARTS	91.06
	377078	741-8060-431.43-20	VEHICLE PARTS	660.22
	377100	741-8060-431.43-20	VEHICLE PARTS	75.43
	377107	741-8060-431.43-20	VEHICLE PARTS	438.23
	377323	741-8060-431.43-20	VEHICLE PARTS	111.62
				\$2,466.27
CHARTER COMMUNICATIONS	0514415083021	111-7010-421.53-10	PD INTERNET 8/30/21-9/29/21	654.85
	106964801090121	111-7010-421.53-10	ICI SYSTEM 9/1/21-9/30/21	702.34
	0511353081921	111-9010-419.53-10	CITY HALL INTERNET 8/19/21-9/18/21	194.97
	0389644083121	121-7040-421.56-14	PD TV 8/31/21-9/30/21	295.13
				\$1,847.29
CINTAS CORPORATION NO 3	4093645255	741-8060-431.56-41	UNIFORM DRY CLEANING	383.77
	4094293448	741-8060-431.56-41	UNIFORM DRY CLEANING	383.77
				\$767.54
CONCENTRA MEDICAL CENTERS	72146890	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	1,423.50
	72228341	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	1,008.50
	72299815	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	546.00
	72385309	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	1,424.00
	72541808	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	518.00
				\$4,920.00
DATA TICKET INC.	127258	111-9010-415.56-15	PARKING CITATION-JUN 2021	8,383.03
	128223	111-9010-415.56-15	PARKING CITATION-JUL 2021	8,410.15
	127258	111-9010-419.53-10	PARKING CITATION-JUN 2021	587.20
				\$17,380.38
DATAPROSE, INC.	DP2103201	681-3022-415.53-20	BILL POSTAGE-AUG 2021	1,175.40
	DP2103201	681-3022-415.53-20	WATER BILLS-AUG 2021	807.36
				\$1,982.76
DIPIETRO PIZZERIA	23797-25742	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	950.20
				\$950.20
DOG WASTE DEPOT	425412	111-8023-451.43-10	DOG WASTE BAGS FOR PARKS	661.17
DUNN EDWARDS CORPORATION	2009325705	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	\$661.17
	2009326359	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	1,004.84
			GRAFFITI ABATEMENT PAINT	281.79
				\$1,286.63

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ELSA COBIAN	08/23/2021	111-7010-421.59-20	MILEAGE REIMBURSEMENT	17.36
EXPRESS TRANSPORTATION	HPE06012021	111-0000-362.20-15	PROPERTY LEASE-MAY 2021	\$17.36
	HPE06012021	111-0000-362.20-15	VEHICLE LEASE-MAY 2021	-2,000.00
	HPE06012021	219-0000-340.30-00	FARE COLLECTIONS-MAY 2021	-500.00
	HPE06012021	219-8085-431.56-43	HP EXPRESS-MAY 2021	-1,553.00
	HPE06012021	220-8085-431.56-43	HP EXPRESS-MAY 2021	32,052.87
	HPE06012021	222-8010-431.56-43	HP EXPRESS-MAY 2021	32,052.86
				32,052.87
FERGUSON ENTERPRISES INC	0256544	111-8024-421.43-10	PLUMBING SUPPLIES	\$92,105.60
	0258236	111-8024-421.43-10	PLUMBING SUPPLIES	221.68
				123.32
GEORGE CHEVROLET	92553	741-8060-431.43-20	VEHICLE PARTS	\$345.00
	92749	741-8060-431.43-20	VEHICLE PARTS	322.45
	92752	741-8060-431.43-20	VEHICLE PARTS	822.39
	92834	741-8060-431.43-20	VEHICLE PARTS	1,384.79
				98.49
GEORGE TORRES RAMOS	23703-24830	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	\$2,628.12
				667.80
GRAINGER	9035423996	741-8060-431.43-20	LABEL TAPE CARTRIDGES	\$667.80
	9045201622	741-8060-431.43-20	SHOP SUPPLY	105.27
	9045460988	741-8060-431.43-20	SHOP SUPPLY	39.07
				40.41
HASA, INC.	771659	681-8030-461.41-00	SODIUM HYPOCHLORITE	\$184.75
	771660	681-8030-461.41-00	SODIUM HYPOCHLORITE	223.46
	771661	681-8030-461.41-00	SODIUM HYPOCHLORITE	153.67
	773346	681-8030-461.41-00	SODIUM HYPOCHLORITE	136.60
	773347	681-8030-461.41-00	SODIUM HYPOCHLORITE	196.36
	773348	681-8030-461.41-00	SODIUM HYPOCHLORITE	145.14
				257.84
HINDERLITER DE LLAMAS & ASSOCIATES	SIN11043	111-9010-419.56-41	SALES TAX AUDIT SRVC-Q121	\$1,113.07
				1,981.25
J & J MUFFLER SHOP	6221 AC238580	741-8060-431.43-20	CATALYTIC CONVERTER	\$1,981.25
				450.00
JERRY'S AUTO BODY, INC.	32296	741-8060-431.43-20	VEHICLE PARTS	\$450.00
	32297	741-8060-431.43-20	VEHICLE PARTS	594.73
				308.30
JONES LUMBER COMPANY, INC	250323	111-8022-419.43-10	COURT HOUSE REPAIR SUPPLY	\$903.03
				56.61
KAISER FOUNDATION HEALTH PLAN	946998804	111-0000-217.50-10	COBRA HEALTH BENEFITS	\$56.61
				10,449.48
KEYSTONE UNIFORM DEPOT	68145	111-7022-421.61-24	EMPLOYEE UNIFORMS	\$10,449.48
				1,725.72
				\$1,725.72

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	274610839	111-9010-419.43-15	FINANCE COPIER-JUL 2021	359.99
	274611098	111-9010-419.43-15	FINANCE COPIER-AUG 2021	280.66
	275141534	111-9010-419.43-15	FINANCE COPIER-AUG 2021	359.99
	276611098	111-9010-419.43-15	FINANCE COPIER-JUL 2021	280.66
				\$1,281.30
LOS ANGELES TIMES	8/21/21	121-7040-421.56-14	JAIL NEWSPAPER THRU 11/2021	135.52
				\$135.52
MOTOROLA SOLUTIONS, INC	30477	111-7010-421.74-10	PD APX 7500 CONSOLES	164,557.98
	8230335972	111-7010-421.74-10	DISPATCH CONSOLE SERVICE	17,076.37
				\$181,634.35
NAPA AUTO PARTS	99507	741-8060-431.43-20	SERVICE JACKS	665.76
				\$665.76
NEW CHEF FASHION INC.	1013072	111-7022-421.61-24	EMPLOYEE UNIFORMS	66.15
	1013234	111-7022-421.61-24	EMPLOYEE UNIFORMS	99.20
	1013613	111-7022-421.61-24	EMPLOYEE UNIFORMS	29.77
				\$195.12
NORTH STAR LAND CARE	1601-197	535-8090-452.56-60	LANDSCAPE SRVCS-AUG 2021	23,057.75
				\$23,057.75
O'REILLY AUTO PARTS	2959-432105	741-8060-431.43-20	VEHICLE PARTS	70.54
	2959-432106	741-8060-431.43-20	VEHICLE PARTS	37.90
	2959-432110	741-8060-431.43-20	VEHICLE PARTS	385.99
	2959-432242	741-8060-431.43-20	VEHICLE PARTS	775.97
	2959-433050	741-8060-431.43-20	VEHICLE PARTS	187.40
	2959-433288	741-8060-431.43-20	CREDIT	-86.31
	2959-433291	741-8060-431.43-20	BUSHING	22.11
	2959-436201	741-8060-431.43-20	VEHICLE PARTS	40.78
	2959-436202	741-8060-431.43-20	VEHICLE PARTS	81.56
	2959-438015	741-8060-431.43-20	VEHICLE PARTS	587.64
				\$2,103.58
ORANGE LINE DEVELOPMENT AUTHORITY	1	111-5010-419.56-41	HP SB1 STATION AREA PLANS	310.00
	2	111-5010-419.56-41	HP SB1 STATION AREA PLANS	3,094.00
	3	111-5010-419.56-41	HP SB1 STATION AREA PLANS	6,013.18
	4	111-5010-419.56-41	HP SB1 STATION AREA PLANS	4,507.28
	5	111-5010-419.56-41	HP SB1 STATION AREA PLANS	7,182.87
				\$21,107.33
PAUL MUNOZ	8/23/21	111-7010-421.59-20	MILEAGE REIMBURSEMENT	17.36
				\$17.36
PENSKE CHEVROLET	264388	741-8060-431.43-20	VEHICLE PARTS	1,595.26
	264408	741-8060-431.43-20	VEHICLE PARTS	37.12
				\$1,632.38
PITNEY BOWES	3104918722	111-7040-421.44-10	PD MAIL SYSTEM LEASE	593.32
				\$593.32
PRIME STRATEGIES CALIFORNIA, LLC	43	111-0210-413.56-41	CONSULTING SRVCS-JUN 2021	10,000.00
	44	111-0210-413.56-41	CONSULTING SRVCS-JUL 2021	10,000.00

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PRIME STRATEGIES CALIFORNIA, LLC	45	111-0210-413.56-41	CONSULTING SRVCS-AUG 2021	10,000.00
QDOXS	IN38056	111-8020-431.43-05	PW COPIER 8/18/21-9/17/21	\$30,000.00
	IN38056	285-8050-432.43-05	PW COPIER 8/18/21-9/17/21	21.90
	IN38056	681-8030-461.43-05	PW COPIER 8/18/21-9/17/21	21.90
RAYMOND M TASH DDS	23005-10168	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	\$65.70
REXEL COMMERCIAL & INDUSTRIAL	S131483495.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	535.15
				\$535.15
RIO HONDO COLLEGE	X21-55-ZHPK	111-7010-421.59-15	COURSE ENROLLMENT FEE	4,171.87
	X21-71-ZHPK	111-7010-421.59-15	COURSE ENROLLMENT FEE	\$4,171.87
				228.00
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0039615	111-7010-421.59-15	TRAINING REGISTRATION	280.00
				\$508.00
SAFETY KLEEN	87019066	741-8060-431.43-20	VEHICLE CLEANING SUPPLIES	405.00
				\$405.00
SAN BERNARDINO COUNTY SHERIFF DEPT	81821	111-7010-421.59-20	TRAINING REGISTRATION	511.37
				\$511.37
SAN DIEGO POLICE EQUIPMENT CO.	648642	225-7120-421.74-10	AMMUNITION	1,146.00
				\$1,146.00
SOUTH COAST AIR QUALITY MGMT DISTR.	3869480	741-8060-431.42-05	LIQUID FUEL SYSTEM FEE	1,802.07
	3872506	741-8060-431.42-05	EMISSIONS FEE	\$1,802.07
				440.15
				142.59
				\$582.74
SOUTHERN CALIFORNIA EDISON	6/28/21-7/21/21	535-8016-431.62-10	ELECTRICITY-VARIOUS LOCATIONS	72.94
	6/25/21-7/26/21	535-8016-431.62-10	ELECTRICITY-3220 OLIVE ST	33,170.92
	7/27/21-8/24/21	535-8016-431.62-10	ELECTRICITY-3220 OLIVE ST	64.12
				\$33,307.98
SPARKLETT'S	15142085 090921	111-0110-411.66-05	COUNCIL DRINKING WATER	38.92
	15142085 090921	111-0210-413.61-20	ADMIN DRINKING WATER	38.91
	15142085 090921	111-1010-411.61-20	CITY CLERK DRINKING WATER	13.94
	15142085 090921	111-2030-413.61-20	HR DRINKING WATER	32.92
	15142085 090921	111-3010-415.61-20	FINANCE DRINKING WATER	29.93
	15142085 090921	111-5010-419.61-20	COM DEV DRINKING WATER	55.09
	15142085 090921	111-5055-419.61-20	CODE DRINKING WATER	36.73
	15142085 090921	111-6010-451.61-20	PARKS DRINKING WATER	91.80
	15142085 090921	111-8020-431.61-20	PW DRINKING WATER	147.76
				\$486.00
STACY MEDICAL CENTER	3160-41051	111-7022-421.56-15	PRE-BOOKING EXAM/CUSTODY	2,126.11
	3160-44252	111-7022-421.56-15	PRE-BOOKING EXAM/CUSTODY	818.11
				\$2,944.22
STANLEY ACCESS TECH	906278667	111-8023-451.43-10	DOOR/SENSOR SERVICE	327.00
				\$327.00

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8063404520	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	51.77
	8063404520	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	15.88
	8063404520	111-7010-421.61-20	PD OFFICE SUPPLIES	51.17
	8063404520	111-8023-451.43-10	PW OFFICE SUPPLIES	15.28
	8063404520	111-9010-419.61-20	CITY OFFICE SUPPLIES	579.33
	8063404520	239-6060-490.61-60	PARKS OFFICE SUPPLIES	2,269.76
				\$2,983.19
TIREHUB, LLC	22224116	741-8060-431.43-20	VEHICLE PARTS	361.55
	22337145	741-8060-431.43-20	VEHICLE PARTS	565.02
				\$926.57
U.S. ARMOR CORPORATION	34524	111-7022-421.61-24	BULLETPROOF VESTS	697.26
	34535	111-7022-421.61-24	BULLETPROOF VESTS	697.26
	34536	111-7022-421.61-24	BULLETPROOF VESTS	697.26
	34537	111-7022-421.61-24	BULLETPROOF VESTS	697.26
				\$2,789.04
UNDERGROUND SERVICE ALERT OF SO CAL	820210127	221-8014-429.56-41	UNDERGROUND DIG ALERT	321.85
	DSB20204169	221-8014-429.56-41	STATE REGULATORY FEE	104.51
				\$426.36
UNITED INDUSTRIES	217583	111-8095-431.61-50	GRAFFITI ABATEMENT SUPPLY	258.72
				\$258.72
UPS	0000F911X6361	111-7010-421.61-20	PD SHIPPING CHARGES	21.36
				\$21.36
URBAN FUTURES INCORPORATED	ADT-2021-15	275-9750-465.56-41	CONTINUING DISCLOSURE AGENT	900.00
	CD20211006	275-9750-465.56-41	CONTINUING DISCLOSURE AGENT	4,000.00
				\$4,900.00
VERIZON WIRELESS	9886422594	111-0110-411.53-10	COUNCIL CELL PHONE 7/17/21-8/16/21	277.25
	9886422594	111-0210-413.53-10	ADMIN CELL PHONE 7/17/21-8/16/21	54.49
	9886422594	111-3010-415.53-10	FINANCE CELL 7/17/21-8/16/21	61.45
	9886422594	111-6010-419.53-10	PARKS CELL 7/17/21-8/16/21	217.49
				\$610.68
WALTERS WHOLESALE ELECTRIC COMPANY	S118770244.002	111-8020-431.43-10	ELECTRICAL SUPPLIES	382.22
	S118782874.005	111-8020-431.61-20	SAFETY GLASSES	7.54
	S118770244.004	535-8090-452.43-20	CIRCUIT BREAKER	36.03
	S118782874.004	535-8090-452.43-20	ELECTRICAL SUPPLIES	805.60
				100.56
				\$1,331.95
WAUSAU TILE, INC.	629736	285-8050-432.61-20	PLASTIC LINERS	1,995.45
				\$1,995.45
WEST GOVERNMENT SERVICES	844957624	111-7030-421.56-41	INFORMATION RETRIEVAL SRVC	742.61
	845042211	111-7030-421.56-41	INFORMATION RETRIEVAL SRVC	71.59
				\$814.20
WEX BANK	73860784	741-8060-431.62-30	FUEL PURCHASE	633.20
				\$633.20

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WHITTIER FERTILIZER CO.	374046	535-8090-452.61-20	PARK LANDSCAPING SUPPLIES	1,361.72
XEROX FINANCIAL SERVICES	2789392	111-8020-431.43-05	PW COPIER 7/17/21-9/16/21	\$1,361.72
	2789392	285-8050-432.43-05	PW COPIER 7/17/21-9/16/21	119.96
	2789392	681-8030-461.43-05	PW COPIER 7/17/21-9/16/21	119.96
				120.00
				\$359.92
				\$536,930.12

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2021

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

Dear Mayor and Members of the City Council:

RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON BICKETT STREET BETWEEN SLAUSON AVENUE AND THE NORTH CITY LIMITS AND DECLARING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Resolution No. 2021-25 setting the Public Hearing date of October 19, 2021 to adopt the Huntington Park Rule 20A Undergrounding Project at Bickett Street between Slauson Avenue and the North City Limits and declaring the formation of an Underground Utility District; and
2. Authorize the City Clerk's Office to publish the Notice of Public Hearing and notify the affected parcel owners of the undergrounding project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Historically, City-sponsored underground utility projects have been completed on major thoroughfares, or near areas of public interest. The main benefit of undergrounding utility lines is that it provides substantial aesthetic benefits to our community. These undergrounding projects are funded by allocations from Southern California Edison Company (SCE), Rule 20A. The California Public Utilities Commission's (CPUC) sets the policies and procedures for Rule 20; which consists of the undergrounding of overhead utility power lines and pertinent equipment. SCE oversees the electrical grid in the City and has a joint use utility power pole agreement with AT&T, Verizon and other utility providers. SCE coordinates the undergrounding efforts with the subtenants.

Rule 20A projects are paid for by SCE customers and ratepayers. Eligible projects must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria:

- The location has an unusually heavy concentration of overhead facilities.
- The location is heavily traveled.

RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON BICKETT STREET BETWEEN SLAUSON AVENUE AND THE NORTH CITY LIMITS AND DECLARING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT

September 21, 2021

Page 2 of 3

- The location qualifies as an arterial or major collector road in a local government's general plan.
- The overhead equipment must be located within or pass through a civic, recreational or scenic area.

SCE provided an initial assessment for undergrounding the utilities on Bickett Street, north of Slauson Avenue. An Underground Utility District (UUD) will be established at the Public Hearing Date via the adoption of a resolution and coordination will take place with SCE staff to meet at least once every other month to discuss the status and progress of the Rule 20A project.

LEGAL REQUIREMENT

City of Huntington Park Municipal Code Title 7 Public Works, Chapter 7 Utilities; Conversion of Overhead Lines, Section 7-7.03 and California Streets and Highways Code Sections 5896.1 et seq. authorize the City Council to initiate proceedings for the creation of Underground Utility Districts.

Public Hearing date is scheduled for October 19, 2021.

FISCAL IMPACT/FINANCING

Under the Rule 20A program, SCE's overall allocation work credit amount to the City is at \$3,076,266. SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. The City's Rule 20A credits allow SCE to design and ultimately convert the existing overhead electric facilities to underground facilities. SCE provided a Rough Order of Magnitude estimate of \$800,000 for the undergrounding of utility power pole facilities on Bickett Street, north of Slauson Avenue.

Staff will work to choose an additional location in order to allocate the remaining Rule 20A credits.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON
PARK RULE 20A UNDERGROUNDING PROJECT ON BICKETT STREET BETWEEN
SLAUSON AVENUE AND THE NORTH CITY LIMITS AND DECLARING THE
FORMATION OF AN UNDERGROUND UTILITY DISTRICT**

September 21, 2021

Page 3 of 3

A handwritten signature in black ink, appearing to read "Cesar Roldan". The signature is fluid and cursive, with the first name "Cesar" and last name "Roldan" clearly distinguishable.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Resolution 2021-25

ATTACHMENT A

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WHEREAS, City of Huntington Park Municipal Code Title 7 Public Works, Chapter 7 Utilities; Conversion of Overhead Lines, Section 7-7.03 and California Streets and Highways Code Sections 5896.1 et seq. authorize the City Council to initiate proceedings for the creation of Underground Utility Districts; and

WHEREAS, by the aforementioned section of the City's Municipal Code, the City Clerk is required to notify all affected property owners and concerned utilities by mail of the time and place of hearings to determine whether to form an underground utility district; and

WHEREAS, when adopted said district shall be designated Underground Utility No. 14; and

WHEREAS, the City Council declares its intent to set a public hearing for October 19, 2021, in the City Council Chambers at 6:00 p.m. or as soon thereafter as practicable.

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

SECTION 1. That the City Council hereby declares its intent to hold a public hearing on the formation of the Underground Utility District Number 14 on Tuesday, October 19, 2021, at 6:00 p.m., in the City Council Chambers, as the date, time, and place for a public hearing to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wire and associated overhead structures and the establishment of said district within that area of the City.

SECTION 2. That the City Clerk is hereby directed to notify all affected property owners and also to notify all utilities affected by this proposal, by a notice through the United States mail, of the time and place of said hearing at least ten (10) days prior to the date thereof.

SECTION 3. Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

SECTION 4. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of September 2021.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City's governing board at the meeting thereof held on this 21st day of September 2021.

Graciela Ortiz, Mayor

Ayes: _____
Noes: _____
Abstained: _____
Absent: _____

ATTEST:

Sergio Infanzon
Acting City Clerk

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO COMPLETE THE WELLHEAD TREATMENT BY THE WATER REPLENISHMENT DISTRICT AT WELL NO. 15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the completion of the wellhead treatment and rehabilitation of Well No. 15 by the Water Replenishment District for a not-to-exceed amount of \$690,410;
2. Approve a budget appropriation in the amount of \$690,410 from Account No. 681-8030-461-76-26 Well No. 15 Water Fund Capital Project; and
3. Authorize the City Manager to execute all contract change orders and process all payments to the Water Replenishment District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Well 15 is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. Traces of tetrachloroethylene (TCE) and other volatile organic compounds (VOC) are present in the well dating back to Fiscal Year 2016-2017. The City Council adopted Resolution 2016-16, which authorized staff to submit the Safe Drinking Water Program application through the Water Replenishment District (WRD) to fund Wellhead treatment at water Well 15.

WRD designed, selected the construction contractor (Pacific Hydrotech Corporation) and installed equipment at Well 15. Equipment consisted of adding a granular activated carbon (GAC) that removes primary (health-based) drinking water standard constituents of anthropogenic origin from the City's water supply. GAC is commonly employed as an adsorption media in surface water treatment plants. Most plants, however, also rely on GAC to provide effective filtration, as turbidity reduction is an essential element in maintaining desired water quality. Often used in conjunction with sand and gravel, GAC provides many additional benefits when utilized as the filtration

CONSIDERATION AND APPROVAL TO COMPLETE THE WELLHEAD TREATMENT BY THE WATER REPLENISHMENT DISTRICT AT WELL NO. 15

September 21, 2021

Page 2 of 3

media. These benefits derive from the adsorption properties of GAC as opposed to other filtration media. WRD's Board determined that the City's monthly laboratory test results concluded that there was an exceedance of the United State Environmental Protection Agency (USEPA) allowable maximum contaminant level.

WRD, pursuant to its Clean Water Program, installed equipment for the removal of VOCs from the groundwater so that the City could resume the maintenance and operation of the well. These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to clean potable water. Additional investment in the City's water infrastructure addresses deficient fire flows and capacity deficiencies over the next twenty plus years.

FISCAL IMPACT/FINANCING

The City and WRD entered into an agreement on April 28, 2016 (Attachment 1). WRD's responsibilities included obtaining all applicable permits, designing the project plans and specifications, constructing the enhancements and providing construction management oversight under the executed agreement. WRD's fiscal obligation was for a not to exceed amount of One Million Dollars (\$1,000,000) under the contract. Discussions and regularly scheduled meetings took place during the construction phase of the project. A timeline of events is attached (Attachment 2).

At the request of City staff, WRD provided a cost estimate to complete the project (email dated September 3, 2021). The current running amount of Huntington Park's reimbursement responsibility to WRD is \$627,645. In order to continue with the project and avoid further delays, staff recommends including an additional 10% contingency of \$62,765 towards the successful completion of the project.

Staff recommends the total appropriation of \$690,410 from Water Account No. 681-8030-461-76-26 to complete the project. Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith within the prescribed funding appropriation.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO COMPLETE THE WELLHEAD TREATMENT
BY THE WATER REPLENISHMENT DISTRICT AT WELL NO. 15**

September 21, 2021

Page 3 of 3

A handwritten signature in black ink, appearing to read "Cesar Roldan", written in a cursive style.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. WRD Agreement
- B. Well Site 15 Timeline - Water Operations

ATTACHMENT A



**WELLHEAD TREATMENT BETWEEN
CITY OF HUNTINGTON PARK
AND
THE WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA**

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**WELLHEAD TREATMENT BETWEEN
CITY OF HUNTINGTON PARK
AND
THE WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA**

This Agreement ("Agreement") is entered into as of April 28, 2016 by and between the Water Replenishment District of Southern California ("WRD") and the City of Huntington Park ("City"), which are referred to collectively herein as the "Parties" and individually as "Party."

Recitals

A. WHEREAS, the Legislature of the State of California has vested in WRD the statutory responsibility to manage, regulate, replenish, and protect the quality of groundwater supplies within the WRD's boundaries.

B. WHEREAS, the United States Environmental Protection Agency ("USEPA") and the State Water Resources Control Board ("SWRCB") have adopted primary drinking water standards and recommended action levels, respectively, which include limits for certain volatile organic compounds ("VOCs"). Water containing VOC concentrations in excess of USEPA standards and/or SWRCB recommended action levels has been determined by USEPA and SWRCB not to be suitable for municipal domestic purposes.

C. WHEREAS, recent surveys of groundwater quality within the WRD's boundaries used for municipal supply have shown an increasing concentration of VOCs.

D. WHEREAS, the City owns a water distribution system for the purpose of delivering potable water to its customers within the WRD's boundaries.

E. WHEREAS, the City has lost the use of a groundwater production well identified as Well No. 15 (the "Project Well"), located within the WRD's boundaries at 6720 Cottage Road, Huntington Park, California (the "Project Site"), due to the presence of VOCs in quantities exceeding USEPA and/or SWRCB standards and action levels.

F. WHEREAS, the WRD, pursuant to its Clean Water Program, desires to install equipment for the removal of VOCs from Project Well groundwater, and the City desires to operate and maintain the Project Well, all as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and WRD agree as follows:

Agreement

ARTICLE 1 – DEFINITIONS

Applicable Laws means all applicable federal, state and local statutes, laws, regulations, ordinances, approvals, permits and governing agreements.

City means the City of Huntington Park.

Day or days, whether capitalized or not, shall refer to calendar days. If any time period prescribed in this Agreement falls on a weekend or other holiday, the time period shall be extended to the next business day.

SWRCB means the State Water Resources Control Board.

Governmental Agencies means federal, state and local public agencies and entities including, without limitation, the United States, the State of California, cities, counties, districts, boards, commissions and authorities.

Groundwater Production Requirement refers to City's obligation to operate and maintain the completed Project in accordance with all Applicable Laws and Project operating and maintenance manuals so as to produce a minimum of 800 gallons/minute from the Project Well.

USEPA means the United States Environmental Protection Agency.

VOCs means Volatile Organic Compounds.

WRD means the Water Replenishment District of Southern California.

WRD Budget means the dollar amount of WRD's budget for the performance of WRD's obligations under this Agreement.

ARTICLE 2 – WARRANTIES AND REPRESENTATIONS

2.1 City's Warranties and Representations

2.1.1 The City represents and warrants that it is the owner of the Project Well and Project Site and that it requires no permit, approval or other consent from any third party in order to enter into this Agreement.

2.1.2 The City represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its governing laws, regulations and ordinances.

2.2 WRD's Warranties and Representations

- 2.2.1 WRD represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its enabling statutes and its Administrative Code.

ARTICLE 3 – GENERAL PURPOSE

It is the purpose of the Parties in entering into this Agreement that WRD shall cause a Granular Activated Carbon water treatment system, including all necessary piping, pumps and related improvements (the "Project") to be designed and installed upon the Project Well to remove VOCs from groundwater extracted therefrom, and that City shall thereafter operate the Project so as to produce treated groundwater in accordance with the terms of this Agreement.

ARTICLE 4 – ACCESS TO PROJECT SITE; GRANT OF LICENSE

The City hereby grants to WRD, including its engineers, consultants, contractors, employees, agents and representatives, a license to enter upon and use the Project Site and Project Well for all purposes reasonably required for WRD to perform its obligations and to exercise its rights under this Agreement. Said license shall include the right to enter upon the Project Site upon no more than twenty-four (24) hours prior written notice to observe and inspect the Project including, without limitation, the rights to inspect the Project's operation and maintenance, and to conduct tests of raw groundwater extracted from the Project Well and groundwater treated by the Project. The term of the license granted under this Article shall be for the same term as this Agreement.

ARTICLE 5 – PERMITS AND APPROVALS

5.1 CEQA Compliance

WRD shall be responsible, at its sole cost and expense, for CEQA compliance. It is WRD's understanding that such compliance for the Project may be achieved by negative declaration. WRD may, at its sole discretion, terminate this Agreement for its convenience if CEQA compliance for the Project is more costly, time consuming or otherwise burdensome than anticipated by WRD. Such termination shall become effective ten (10) days after the date of written notice of such termination by WRD to CITY. City shall not be entitled to compensation, damages or payments of any kind whatsoever in the event of such termination.

5.2 Building Permit

WRD shall cause its Contractor to obtain a building or construction permit for the construction services described herein.

5.3 Other Permits

Except as expressly provided elsewhere in this Agreement, City shall, at its cost and in its name, obtain all permits, licenses and approvals necessary for the construction and operation of the Project. City shall be identified as the applicant, permittee, operator and owner in all such permits, licenses and approvals.

- 5.3.1 WRD acknowledges that the costs of permits including, but not limited to, the sewer discharge permit, have not yet been determined. The City shall advise WRD of the permit costs within five (5) days of ascertaining the total amount of said permit costs. If, after ascertaining the costs of permits, the City determines, in its sole discretion, that the costs are unacceptable to the City, the City may terminate this Agreement on written notice to WRD given within ten (10) days after notifying WRD of such costs. If the City fails to terminate this Agreement within said ten (10) days City shall be deemed to have approved the costs of the permits.

ARTICLE 6 – PROJECT DESIGN

6.1 Preparation of Project Design

- 6.1.1 WRD shall, in accordance with its enabling statutes and Administrative Code, cause a design for the Project to be prepared by a registered engineer (the "Project Design"). The Project Design shall include all earthwork, structures, piping, appurtenances, disinfection and electrical and mechanical controls necessary to convey groundwater from the Project Well to the City's distribution system.
- 6.1.2 The Project Design shall be for a treatment system of sufficient size and capacity that groundwater extracted from the Project Well and treated by the Project shall meet or exceed USEPA and SWRCB water quality standards for VOCs and achieve the Groundwater Production Requirement.
- 6.1.3 The City at its cost shall provide to WRD all groundwater test data, plans, reports, maps, records and other information describing, depicting or relating to the Project Site and Project Well for WRD's use in preparing the Project Design.
1. Information to be provided by City shall include any and all City requirements to be incorporated into the Project Design and/or construction including, without limitation, requirements pertaining to any height, noise, aesthetic or other restrictions, restrictions on working hours or working days, site access for construction and maintenance, use of the Project Site for temporary facilities and/or storage during construction, availability of temporary utilities during construction and

known subsurface utilities and other structures that may interfere with the work of the Project.

6.2 Approval of Project Design

6.2.1 WRD shall transmit the Project Design to the City for the City's review and approval before soliciting bids for construction of the Project, which approval shall not be unreasonably withheld. The City's approval of the Project Design shall be given by written notice to WRD. The approval process shall be as follows:

1. The City shall be deemed to have approved any portion of the Project Design as to which the City fails to transmit written objections to WRD within fifteen (15) days of the date on which the Project Design was received by the City.
2. In the event the City timely disapproves of any portion of the Project Design, WRD and the City shall meet and confer within five (5) working days or other mutually agreed upon period in a good faith effort to modify the Project Design so as to resolve the concerns raised by the City. Any revisions to the Project Design shall thereafter be transmitted to the City for its prior review and approval.
3. In the event that WRD and the City are unable to modify the Project Design so as to resolve concerns raised by the City in its timely written disapproval, either party may terminate this Agreement by ten (10) days written notice to the other Party.

6.2.2 The City's approval of the Project Design shall be an approval of the location, configuration and appearance of the Project and shall not constitute a warranty or representation that the Project will be capable of achieving USEPA or SWRCB water quality standards for VOCs or capable of achieving the groundwater Production Requirement.

ARTICLE 7 – PROJECT CONSTRUCTION

7.1 Advertising for Bids and Award of Contract

WRD shall be the contracting owner for purposes of constructing the Project. WRD shall advertise for bids and award a construction contract for the Project in accordance with the WRD's enabling statutes and Administrative Code. WRD shall provide City with access to all bids received for the Project and shall consult with City and obtain written approval from City prior to awarding any contract for construction of the Project. City shall provide its written approval within the time period specified by WRD.

7.2 Insurance and Bonds

WRD shall require its contractor to maintain all insurance and bonds required by Applicable Laws during construction of the Project. WRD shall, in addition, require its contractor to maintain comprehensive general liability insurance with limits of not less than \$1,000,000, issued by an admitted carrier acceptable to WRD and naming the City, including its officers, directors and employees as additional insureds.

7.3 Construction In Accordance with Project Design and Applicable Laws

WRD shall cause the Project to be constructed and completed in accordance with the Project Design and Applicable Laws governing the construction of projects in California similar in size, complexity and purpose.

7.4 WRD to Keep City Reasonably Informed

7.4.1 WRD shall keep City reasonably informed of the status of construction activities and shall provide City with access to WRD's construction books and records upon reasonable request.

1. WRD shall provide the City with a copy of its contractor's construction schedule promptly after it is received. City shall promptly thereafter notify WRD in writing of any objections or other concerns it may have regarding the proposed construction schedule.
2. WRD shall promptly provide the City with copies of all formal notices received from the Project contractor regarding the Project. WRD shall timely provide the City with copies of all invoices submitted by WRD's contractor for payment for Project work.
3. WRD shall provide the City with all change requests received from the Project contractor and shall meet and confer with the City before approving any substantial changes to the construction contract for the Project.
4. WRD shall notify the City at least 48 hours in advance of the delivery and/or installation of major Project components so that City may inspect or observe such activities.
5. WRD shall notify the City at least 48 hours in advance before the commencement of testing and start-up operations so that City may inspect or observe such activities. WRD shall provide the City with copies of all test and sample reports obtained during Project testing and start-up.

6. WRD shall notify the City at least 48 hours in advance before conducting final inspection of the Project so that City may inspect or observe such activities.

7.5 Project Acceptance, Turnover and Ownership

7.5.1 WRD shall give the City written notice of WRD's proposed acceptance of the Project when all of the work of the Project, including testing and start-up, have been completed. Upon City's written concurrence that the Project has been completed, WRD will file its Notice of Completion and shall promptly thereafter provide the City with the following, as applicable:

1. A record copy of the Project Design showing the as-built condition of the Project.
2. All manufacturers' warranties, if any.
3. All operation and maintenance manuals, if any.
4. All groundwater quality test results for tests conducted by WRD or its contractor or consultants, if any.

7.5.2 Within ten (10) days after the filing by WRD of a Notice of Completion as provided herein, or such later time as WRD may request, the Parties shall execute a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form provided at Exhibit A to this Agreement.

ARTICLE 8 – REIMBURSEMENT BY CITY TO WRD OF EXCESS PROJECT PERMITTING, DESIGN AND CONSTRUCTIONS COSTS

8.1 WRD Budget for Project Permitting, Design and Construction

The WRD Budget for performing its permitting, design and construction obligations under this Agreement is One Million Dollars (\$1,000,000.00).

8.2 WRD Payment of Project Permitting, Design and Construction Costs

WRD shall be responsible, in the first instance, for paying all costs incurred to perform its obligations under Articles 5, 6 and 7 of this Agreement. WRD shall maintain good and sufficient records of such costs in accordance with generally accepted accounting practices and will make such records available to City for inspection and copying upon reasonable request. WRD will promptly forward copies of invoices received from third parties for such costs to City.

8.3 City Reimbursement of Amounts Exceeding WRD Budget

Upon WRD's issuance of its Notice of Completion of the Project, WRD shall transmit to City a final accounting of costs incurred by WRD to perform its Project Design, Permitting and Construction obligations as set forth in Articles 5, 6 and 7 of this Agreement. The accounting shall indicate the amount by which such costs exceed the WRD Budget and the City, within forty-five (45) days of receipt of such accounting, shall pay such excess to WRD.

ARTICLE 9 – PROJECT OPERATION AND MAINTENANCE

9.1 City to Operate and Maintain Project and Achieve Groundwater Production Requirement

For a minimum term of ten (10) years commencing on the date of WRD's issuance of a Notice of Completion of construction of the Project, the City shall, at its sole cost and expense, operate, maintain and repair the Project Facilities in accordance with all Applicable Laws, the standard of care for the operation, maintenance and repair of similar facilities in California, and in accordance with Project operations and maintenance manuals, all so as to achieve the Groundwater Production Requirement.

- 9.1.1 The City shall be responsible for making all necessary and appropriate inquiries of manufacturers, other industry specialists and Governmental Agencies with jurisdiction over the Project to insure proper maintenance and operation of the Project.
- 9.1.2 The City shall, at all times, provide personnel sufficient in number and qualifications to properly operate and maintain the Project.
- 9.1.3 The City shall be responsible for performing all sampling and testing of water produced from the Project Well required by Applicable Laws. The City shall timely provide the District with copies of all such water sample and test reports and related information.
 - 1. Notwithstanding the expiration of the ten-year term set forth at Section 9.1, the City agrees that it will continue to share all water quality data and reports for the life of the Project.
- 9.1.4 The City shall provide WRD with copies of all official notices or reports received or transmitted by City regarding the Project or Project Well.
- 9.1.5 The City shall maintain good and sufficient records of its operation and maintenance activities, including records demonstrating achievement of the Groundwater Production Requirement, in accordance with generally accepted accounting practices and the standard of care for operating similar facilities in

California. The City shall make such documents available to WRD for inspection and copying upon reasonable request.

- 9.1.6 The City shall be responsible for ensuring that the Project is operated in compliance with all Applicable Laws, regulations, permits and approvals including, without limitation, those relating to water quality.

9.2 Insurance

The City shall at all times commencing after issuance of the Notice of Completion of construction of the Project, and for the remaining obligations under this Agreement, maintain all insurance required by Applicable Laws for the performance of its obligations under this Agreement.

ARTICLE 10 – INDEMNITY

10.1 WRD's Indemnity Obligations

WRD shall defend, indemnify and hold harmless the City, including City's elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys' fees, arising from or relating to WRD's negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

10.2 City's Indemnity Obligations

The City shall defend, indemnify and hold harmless the WRD, including WRD's elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys' fees, arising from or relating to City's negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

ARTICLE 11 – DEFAULT AND TERMINATION

11.1 WRD's Right to Terminate for Convenience

- 11.1.1 WRD shall have the right, at its sole discretion, to terminate this Agreement without cause for its convenience upon twenty (20) days written notice to City at any time prior to commencement of physical construction of the Project or after issuance of the Notice of Completion of the Project. In the event of a termination under this Section, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other Party.

11.1.2 WRD shall have the right, at its sole discretion, to terminate this agreement without cause for its convenience upon ten (10) days written notice to City at any time after physical construction of the Project has commenced and before issuance of the Notice of Completion of the Project. In the event of a termination under this Section, WRD shall, to the extent practical, cause the Project Well and Project Site to be restored to their condition prior to commencement of construction. In the event of a termination under this Section, neither party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party.

11.2 WRD's Right to Terminate for Default

11.2.1 WRD may provide written notice to City of its intent to terminate this Agreement for default in the event WRD reasonably believes City has materially breached its operations or maintenance or other obligations under this Agreement.

1. Any notice under this Section shall specifically describe the obligation alleged to have been breached and the facts and circumstance of such breach.
2. Any notice under this Section shall indicate that if City does not cure the default in question within twenty (20) days, the Agreement shall terminate.
 - (a) In the event of a default that by its nature cannot be cured within twenty days, the City must provide WRD with notice of City's intent to cure, its schedule for doing so, and the City must actually commence such cure within said twenty-day period. If, in WRD's reasonable judgment, City fails to diligently prosecute such cure to completion, WRD may thereafter terminate this Agreement for default by ten (10) days written notice without providing City with any further opportunity to cure.
3. Unless City has cured or commenced to cure any default within twenty days of WRD's service of a notice of intent to terminate for default, this Agreement shall terminate on the twentieth day following such notice.

11.2.2 In the event this Agreement is terminated by WRD for City's default, City shall reimburse WRD in the amount of the straight line depreciated value of the Project not exceeding the WRD Budget as of the year in which the termination occurs as follows:

Year 1:	<u>\$1,000,000</u>
Year 2:	<u>\$900,000</u>

Year 3:	<u>\$800,000</u>
Year 4:	<u>\$700,000</u>
Year 5:	<u>\$600,000</u>
Year 6:	<u>\$500,000</u>
Year 7:	<u>\$400,000</u>
Year 8:	<u>\$300,000</u>
Year 9:	<u>\$200,000</u>
Year 10:	<u>\$100,000</u>

11.2.3 Except as expressly provided in Section 11.2, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party in the event of a termination by WRD for City's default.

11.3 Termination or Suspension by City

11.3.1 City shall have the right to terminate this Agreement for cause upon twenty (20) days written notice to WRD only upon the occurrence of any one of the following events:

1. Destruction of the Project due to earthquake, fire or other acts of god or third parties not due in whole or part to City's negligence or willful misconduct or breach of its obligations under this Agreement.
2. The discovery of contaminants or other constituents in groundwater extracted from the Project Well that cannot be removed by the Project and that prevent the groundwater from being put to its intended use under Applicable Laws without a significant capital improvement to the Project.

11.3.2 City shall have the right to suspend performance of its obligations under this Agreement upon twenty (20) days written notice to WRD, or such shorter time as may be required by an emergency or other exigent circumstances, upon the occurrence of any one of the following circumstances:

1. The discovery of a latent design or construction defect in the Project that renders the Project incapable of performing its intended function.
2. A breakdown or other malfunction in the Project that is not due to City's negligence or willful misconduct or breach of its obligations under this Agreement and that will require more than ten (10) days to repair.
3. City's reasonable belief that continued delivery of groundwater from the Project to the City's water distribution system, without further investigation and inquiry, presents a risk to public health.

Upon receipt by WRD of any notice of suspension by City, WRD and City shall meet and confer to verify the cause of the suspension and to determine whether it can be removed with reasonable expense and effort. Upon removal of the cause for any suspension under this Section, City shall be required to achieve the pro rata Groundwater Production Requirement for the portion of any year during which the suspension was not in effect. If the cause of the suspension cannot be removed with reasonable expense and effort, then the City may terminate this Agreement by giving notice thereof in accordance with Section 11.3.1 of this Agreement.

11.3.3 The Parties understand and agree that their purpose in entering into this Agreement will be frustrated if this Agreement is terminated by City. Accordingly, WRD shall have the right, but not the obligation, to remove all or a portion of the Project following City's termination of this Agreement.

1. WRD must give written notice of intention to remove all or a portion of the Project no later than sixty (60) days after WRD's receipt of City's notice of termination. The City shall thereafter grant WRD (including its agents, representatives and contractors) permission, subject to any reasonable restrictions the City may require, to enter upon the Project Site to remove all or a portion of the Project. Said removal will be at WRD's sole cost and expense and WRD must leave the the Project Site in a neat, safe and orderly condition.
2. The Parties agree that, upon WRD's exercise of its right to remove all or a portion of the Project under this Section, the Parties will be deemed to have rescinded this Agreement, and the City shall convey to WRD City's interest in the Project or portion of the Project removed by WRD by executing a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form attached hereto as Exhibit A.

ARTICLE 12 – MISCELLANEOUS

12.1 Signage and Project Publicity

Borrower, prior to the completion of the Project, agrees to affix a WRD project sign to the project site for permanent display. Additionally, Borrower agrees to provide prior notice of any and all Project related publicity events (including but not limited to news and media articles) and provide opportunity for WRD to participate in said events as an affiliated entity to the Project. Additionally, Borrower agrees to include reference to WRD's involvement in the Project and include the WRD logo in any and all Project literature and/or materials. WRD shall also have the authority to use photos and information about the Project for WRD purposes.

12.2 No Third Party Beneficiaries

Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

12.3 Assignment

This Agreement may not be assigned without the non-assigning Party's prior express written consent.

12.4 Notices

Any notice, instrument, payment or document required to be given or delivered under this Agreement shall be given to the following in a manner that provides for proof of delivery using the most expeditious means warranted by the circumstances:

If to WRD: Assistant General Manager
 Water Replenishment District of Southern California
 12621 E. 166th Street
 Cerritos, CA 90703
 Phone: (562) 921-5521
 Fax: (562) 921-6101

If to City: City Engineer
 City of Huntington Park
 Michael Ackerman, PE
 6550 Miles Ave.
 Huntington Park, CA 90255
 Phone:
 Fax:

12.5 Amendments

This Agreement may not be modified except by written amendment executed by WRD and the City.

12.6 Integration

This Agreement represents the entire understanding of WRD and the City as to the subject matter hereof and supersedes all prior agreements, communications and representations, whether written or oral. The Parties represent and warrant that they are not entering into this Agreement based upon any facts or representations that are not expressly set forth in this Agreement.

12.7 Construction

This Agreement shall be construed as the product of a joint effort by the Parties and any rule requiring that agreements or provisions thereof be construed against the drafter shall not apply.

12.8 Governing Law

This Agreement shall be governed by the laws of the State of California.

12.9 Attorneys' Fees

In the event of a dispute arising from or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.


12.10 Successors and Assigns

This Agreement shall inure to the benefit the Parties' respective successors and assigns.

12.11 Authority

The persons executing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing.


**WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA**



Signature
Willard H. Murray, Jr.

Print Name
President, Board of Directors

Title




Signature
John D. S. Allen

Print Name
Secretary, Board of Directors

Title

CITY OF HUNTINGTON PARK



Signature
Edder Cisneros

Print Name
City Manager

Title

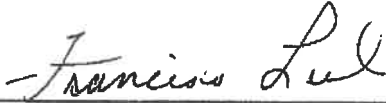
Signature

Print Name

Title

Approved As To Form

LEAL • TREJO APC



Attorneys for the Water Replenishment
District of Southern California

**CITY OF HUNTINGTON PARK
CITY ATTORNEY**

EXHIBIT A

**QUITCLAIM DEED,
QUITCLAIM BILL OF SALE AND
QUITCLAIM ASSIGNMENT**

This Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment (this "Quitclaim") is made this ____ day of _____, 200__, by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ("WRD") and The CITY OF HUNTINGTON PARK ("CITY"), with reference to the following facts:

A. The City is the owner of that certain real property commonly known as Well No. 15 6720 Cottage Road, Huntington Park, California (the "Real Property").

B. The City and WRD entered into that certain Agreement dated as of April 28, 2016 (the "Agreement"), pursuant to which WRD expended Safe and Clean Water Grant Program funds directly towards the construction of Central Basin improvements on the Real Property, including a water treatment system on a groundwater well located at the Real Property ("Improvements").

C. In connection with said construction and procurement, WRD may have obtained certain intangible property, including but not limited to (i) all warranties, contract rights and guaranties pertaining to the Real Property including, but not limited to, all warranties from contractors, architects, engineers and material and labor suppliers (whether written or implied); (ii) all licenses, certifications, authorizations, approvals, rights, privileges, entitlements, permits, zoning, subdivision, development, building or use (e.g., certificates of occupancy), applications, filings, agreements or approvals issued or granted by any governmental or quasi-governmental authority and related to the operation, ownership, leasing, subdivision, development, use and/or maintenance of the Real Property and Improvements; (iii) any and all other contracts related to the Real Property and Improvements and/or the operation, maintenance and repair thereof; (iv) any other intangible property relating to the ownership, use, occupancy or operation of the Real Property and Improvements (collectively, the "Intangible Property").

D. WRD desires to confirm the City's ownership of, and responsibility for, the Real Property, the Improvements and the Intangible Property by quitclaiming to the City all of WRD's right, title and interest in and to the Real Property, the Improvements and the Intangible Property, excepting only City's Grant of a License by to WRD under Article 4 of the Agreement, and the City desires to accept said quitclaim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRD and The City agree as follows:

1. Quitclaim. WRD hereby: (a) remises, releases and forever quitclaims to the City all of WRD's right, title and interest in and to the Real Property; (b) WRD hereby quitclaims, sells, transfers and delivers to the City all of WRD's right, title and interest in and to the Improvements; and (c) quitclaims, transfers, assigns and delivers to the City all of WRD's right, title and interest in and to the Intangible Property

2. No Representations, Warranties or Covenants. This Quitclaim is given by WRD to the City without express or implied representation, warranty or covenant of any kind or nature whatsoever, whether pursuant to the California Civil Code, the California Uniform Commercial Code or otherwise. WITHOUT LIMITING THE FOREGOING, WRD EXPRESSLY DISCLAIMS AND NEGATES: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

3. Acceptance. The City hereby accepts this Quitclaim on the terms and conditions stated herein.

4. Governing Law. This Quitclaim is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California without resort to choice of law principles.

IN WITNESS WHEREOF, this Quitclaim has been executed as of the date first above written.

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Its: _____

CITY OF HUNTINGTON PARK

By: _____
Name: _____
Its: _____

ATTACHMENT B

Attachment 2

CITY OF HUNTINGTON PARK WELL SITE 15 TIMELINE



DATE	ITEM	SOURCE
11/17/2015	City of Huntington Park receives sanitary survey memo from DDW to identify deficiencies from 2013 survey. One item states that the "City needs to address major deficiencies listed in the reservoir inspection reports prepared by Dive/Corr in a timely manner." City required to provide a response with 120 days after receipt of letter.	Memo from DDW to City
3/15/2016	City provided 120 response letter to DDW. Addressed noted deficiencies including the following; "The City needs to address the major deficiencies listed in the reservoir inspection reports prepared by Dive/Corr, Inc. in a timely manner. <i>Procedures are in place should an emergency situation arise. Each deficiency appearing in the Dive/Corr inspection report has been prioritized and has been identified in the Capital Improvement List for Water Operations. Also with the assistance of WRD, the City is in the process of applying for a Disadvantaged Communities Grant for reservoir upgrades."</i>	Letter to DDW from Michael Ackerman
4/12/2016	Well 15 Technical Memorandum – Evaluation of Alternatives for TCE Treatment at Well #15, for WRD Grant	Tetra Tech Document assigned by WRD
4/20/2016	City of Huntington Park submitted application to amend the Domestic Water Supply Permit – To operate Well 15 while bypassing the air stripping treatment system and discontinuing TCE removal treatment on the temporary basis, prior to the installation of a new granular activated carbon (GAC) treatment system. Signed by Michael Ackerman, City Engineer	Permit Amendment Application Documents
5/3/2016	City requested WRD to include Cottage reservoir repairs to the GAC grant funding.	Email from Christina to Charlene, WRD
8/11/2016	Final HP Grant Wellhead Treatment Well 15 GAC Project-Executed Agreement with WRD	Email from WRD to Christina
8/29/2016	Permit Amendment (1910049PA-002) issued by the SWRCB DDW to Bypass the Air Stripping System for 12 Months with condition of installation of GAC Treatment System	System No. 1910049-Permit Amendment No. 1910049PA-022
9/14/2016	Well 15 online with by-pass of Air Stripper system as approved per PA (1910049PA-002). Imported water connection was turned offline.	Operational records
10/2016	WRD Environmental Documentation – Installation of GAC Filters for Treatment of VOC's – From 9/21/2016 Initial Study Mr. Michael Ackerman	Email from WRD to City
6/19/2017	DDW requested status of Well 15 GAC Installation	Christina's email to Kun, DDW
9/21/2017	Citation 04_22_17C_004 was issued to the City on September 21, 2017 for failure to complete the proposed installation of the GAC treatment for Well 15 within 12 months after the DDW approved the City to by-pass the aged air stripping units as an interim solution to maintain its Central Basin water right until GAC treatment is being installed.	DDW letter to City

9/29/2017	City submitted New Permit Amendment application to DDW for installation of GAC System at Well 15, signed by Daniel Hernandez, Public Works Director	Email from Christina to DDW
1/8/2018	Christina randomly found the 2005 Cottage Reservoir feasibility study conducted by City Engineer and shared with Public Works Director and Water Ops team.	Email from Christina to Daniel
4/24/2018	Pre-bid Meeting Well 15 GAC Project at Site	Email from Charlene to Christina
7/25/2018	First Pre-Construction Meeting for Well 15 GAC project, Butier, WRD, PachHydro, Infrastructure Engineering, Inframark, City	Email from Charlene to Christina and Daniel
10/23/2018	DDW emailed reminder regarding Well 15 GAC project status.	Email DDW to Christina
11/7/2018	Cottage Production Facility turned offline Well 15 GAC project	Operational records
2/17/2019	City notified WRD that Cottage Reservoir will be placed offline.	Email from Christina to Charlene
2/27/2019	Water Ops obtained quote for Cottage reservoir replacement from JT Thorpe per Christina's request. \$2.914 M	Email from Christina to Iris
11/14/2019	Well #15 Reservoir Bypass & Cottage Reservoir Feasibility Study (revised staff report)	Email from Cesar to Raul
1/9/2020	City issued Notice to Proceed to Tetra Tech to By-Pass Cottage Reservoir	Email from Cesar to Corey
2/25/2020	City met with DDW to discuss Cottage Reservoir By-pass. Tetra Tech, Infrastructure Engineers, Inframark present	Christina sent meeting invitation
3/19/2020	Monthly Water Utility Meeting Agenda- Item; Well 15 By-Pass (Doug)	Email from Christina to attendees; Raul, Steve, Cesar, Doug, Christina, Iris, Joanna
4/5/2020	City requested conference call with Tetra Tech to review DDW's follow up items from 2/25/20 meeting	Email from Christina to attendees; Corey, Doug, Cesar, Christina, Iris, Joanna
4/14/2020	Inframark provided Supply and Storage Technical Memo per DDW's follow up item	Email from Iris to Christina and Corey
4/30/2020	City submitted updated Permit amendment application to include design/install a by-pass system that pumps directly into the distribution system and by-passes the onsite reservoir. Signed by Cesar Roldan, Director of Public Works	Christina submitted to DDW
Current	Ongoing meetings and email correspondence discussions regarding Cottage By-Pass and Well 15 GAC Project with Tetra Tech, WRD, DDW, City, Infrastructure Engineering, Inframark	Ongoing to date

ITEM NO. 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 21, 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 PROJECT ADVOCACY AND LABOR RELATIONS SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a one (1)-year professional services agreement (PSA) with an option to renew three (3) additional one (one) year term(s) to Upward Solutions, LLC for Project and Labor Advocacy Services as the most qualified firm;
2. Negotiate and Award the PSA for a not-to-exceed amount of \$5,000 per month for FY 2021/2022 Budget, payable from 111-0210-413.56-41; and
3. Authorize the City Manager to negotiate and execute the PSA.

BACKGROUND

On August 23, 2021 the City issued a Request for Qualifications (RFQ) requesting services and cost submittals from qualified public affairs consultants to provide advocacy and labor relations outreach and consulting services associated with the City's Aquatic Center Project at Salt Lake Park. The City is specifically considering consultants with qualifications and experience to develop an advocacy and labor relations outreach plan and work with various Government Officials and entities, including the Los Angeles County Department of Public Health, Local Enforcement Agencies, and the State of California CalRecycle Division to address any issues or concerns regarding the Project. The consultant will be expected to execute the advocacy and labor relations outreach plan county wide to garner support for the Project.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT ADVOCACY AND LABOR RELATIONS SERVICES

September 21, 2021

Page 2 of 2

On September 6, 2021, one (1) RFQ had been submitted for advocacy and labor relations outreach and consulting services. The sole RFQ response was from Upward Solutions, LLC. Staff has reviewed the submitted RFQ and has found the respondent meets the requirements of the RFQ. The services will be supervised by the City of Huntington Park's Department of Community Development.

FISCAL IMPACT

Staff's recommendation is to award the PSA for an annual not-to-exceed amount of \$60,000 payable from 111-0210-413.56-41 to Upward Solutions, LLC.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S):

- A. Upward Solutions, LLC Proposal
- B. Upward Solutions, LLC Professional Services Agreement

ATTACHMENT A



Public Affairs & Communications

CITY OF
HUNTINGTON PARK
CITY CLERK

2021 SEP -2 PM 5:47

September 2, 2021

02-09-21 P04:36 IN

Request For Qualifications

Project Advocacy & Labor Relations for Aquatics Center Project

Robert Urteaga
President
Upward Solutions, LLC
750 Garland Ave. #206
Los Angeles, CA 90017
Robert@Upward-Solutions.com
(323) 490-8164



Public Affairs & Communications

September 2, 2021

Sergio Infanzon
Community Development Director
City of Huntington Park, CA 90255

Re: RFQ Project Advocacy & Labor Relations for Aquatics Center Project

Dear Mr. Infanzon:

Upward Solutions Public Affairs & Communications (Upward Solutions LLC) is pleased to present this response to the City of Huntington Park for the RFQ: Project Advocacy & Labor Relations for the Aquatics Center Project.

Located in Downtown Los Angeles, Upward Solutions has provided high caliber strategic communications, government relations, labor relations, business solutions, and community outreach services since its founding in 2014. The President and Owner, Robert Urteaga has over 16 years of relevant experience in the areas of government relations, labor relations, and marketing and community outreach. Upward Solutions actively conducts outreach, political campaigns, and advocacy for various public and private sector clients at both the grass-tops and grassroots level. A key component of our work is government advocacy, labor relations and community outreach.

We are pleased to inform the City of Huntington Park that Upward Solutions will not contract any of the work out and Robert Urteaga will handle all duties and operations of the Governmental Advocacy, Labor Relations and Community Outreach directly.

Upward Solutions Public Affairs & Communications/Upward Solutions LLC or its President Robert Urteaga are not involved in any potentially conflicting interests or any lawsuits or litigation that would be or may be potentially adverse to the City of Huntington Park.

Upward Solutions is excited to implement the services entailed in this RFQ with the City of Huntington Park, staff, and stakeholders to ensure our services lead to a very successful project and the community will enjoy the aquatic center. If you have any questions or concerns please contact me at (323) 490-8164 or Robert@Upward-solutions.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Urteaga", written over a horizontal line.

Robert Urteaga
President

HISTORY

Upward Solutions Public Affairs & Communications is a minority owned firm was founded in 2014 by Robert Urteaga who is the sole owner of the company. Upward Solutions offers a broad range of public affairs services including strategic communications, community outreach, government relations and marketing. We are a one stop with demonstrated success in creating, developing, and implementing successful advocacy and outreach campaigns for various public entities and private clients.

ROBERT URTEGA PROFESSIONAL BIO

A veteran Public Affairs and Political Campaign Consultant adept at identifying priority audiences, crafting persuasive messages, and orchestrating campaigns, plans and strategies that maximize clients' goals and objectives while minimizing their shortcomings. Robert has over sixteen years of experience assisting clients with developing and implementing strategies to educate the public and/or gain public approval for issues and projects.

Robert founded and is President of Upward Solutions, a Los Angeles based Public Affairs & Communications firm specializing in Government & Community Relations. Robert was a Senior Associate for Burnside & Associates, a nationally recognized Political Consulting Firm, specializing in public outreach services, sophisticated grass roots field organizing, campaign management, and coalition building. He managed day-to-day activities for many of the firms' clients and was responsible for developing and implementing community outreach strategies.

Prior to working at Burnside & Associates, Robert worked for Bob Hertzberg's Mayoral Campaign in the City of Los Angeles and served as Special Projects Director for Councilmember Janice Hahn, where he was responsible for the management and implementation of all infrastructure projects in the district. In addition, he was District Director for Los Angeles City Councilmember Nick Pacheco and Senior Project Manager for Los Angeles Mayor's James K. Hahn and Richard J. Riordan, where he managed a citywide community program.

Robert graduated from the University of California, Los Angeles with a Bachelor of Arts degree in Economics. He is a current Board Member of Optimist Youth Homes and Family Services and past Board Member of the UCLA Latino Alumni Association, and a former Montebello City Council Member. Robert recently married Isela Martinez in April 2021, Isela is the Principal of St. Matthias Catholic Elementary School in Hunting Park.

EXPERIENCE

Upward Solutions work with public and private sector clients to execute successful strategic communications, advocacy and outreach plans with an emphasis project advocacy, labor relations, community outreach and marketing. We provide a wide range of government advocacy, labor relations and community outreach in the following areas, but not limited to:

- Commercial Projects and Entitlements
- Statewide and Local Policy Initiatives
- Affordable Housing and Community Development
- Community College District Initiatives and Partnerships
- Political Campaigns
- School Recruitment and Education Institution Advocacy
- Non-Profit Event Recruitment and Attendance

Due to our familiarity with the community and local political environment, Upward Solutions provides superior outreach services for issues, bond measures, initiatives and general information marketing in numerous communities and populations. Through our established relationships, we also effectively build grassroots consensus and communication with elected officials, legislative bodies, and community groups and leaders as it pertains to the needs of information dissemination through advocacy, community outreach and marketing strategies. In addition, we conduct large-scale grassroots campaigns on various issues, which involves governmental advocacy, labor relations and community outreach.

Our Services, as it pertains to this Request for Qualifications, include the following:

Project Advocacy, Labor Relations and Community Outreach:

- Develop and execute strategic plans for projects, policies and political candidates.
- Implement Government Advocacy and Labor Relations strategies to support an issue or project.
- Provide grassroots and grassroots community outreach to support a specific project or policy.
- Conduct outreach on behalf of a public entity to support a project, policy, create partnerships, or build relationships.
- Provide cost effective and very professional services within budget to support the cost-effective development of a project.
- Keen understanding of each of the communities and demographics we serve and extra attention to the special needs of the community.
- Conduct marketing and community outreach plans to increase awareness, enrollment, participation, attendance, or usage for a school, program, service or policy.
- Routinely report to, take direction and work closely with clients on a weekly or on-going basis to assure proper communication and a positive movement on strategic plan.
- Expect unforeseeable problems and have a plan to deal with each issue immediately and effectively.

Upward Solutions has extensive experience in the required areas as stated in the Request for Qualifications and can effectively deliver requests in a timely manner.

SUBMITTAL ITEMS

1. Ability to Perform Services

- a. Upward Solutions is a Public Affairs & Communications firm that has been specializing in strategic communications, government advocacy, labor relations and community outreach for over 6 years. Robert Urteaga is the founder and President. Robert Urteaga has over 16 years of experiences working with firms and with his own firm developing and implementing strategic advocacy and labor relations plans for projects, policies, political candidates, and issues. Upward Solutions has been helping public and private clients for the past six years and is very confident they can perform services above and beyond expectation. Robert Urteaga will be the sole consultant on the project and will dedicate a minimum of 10 hours a week and a maximum of 40 hours a week to make sure the project receives approval and constructed in a timely manner. Upward Solutions proposes a fee of \$5,000 a month to conduct project advocacy & labor relations services.

2. Background and Experience

- a. Upward Solutions LLC (Upward Solutions Public Affairs & Communications) is owned 100% by Robert Urteaga and was founded in 2014.
- b. Upward Solutions and Robert Urteaga have a broad based of experience in project advocacy and labor relations when it comes to CIP projects, environmental expertise and ability to facilitate intergovernmental affairs. We have helped our clients build affordable housing developments and hotels, advocated on behalf of development projects, and helped to advocate on their behalf with many state and local governments. We have helped to build support for such projects and policies through community outreach efforts and labor relations. Upward Solutions understands land use and the environmental policies and restrictions that dictate large CIP projects and developments. Upward Solutions is generally the main consultant on most of the project and we work with clients to create and implement strategic advocacy and labor relations plans.

c. Contracts History

- i. Nick Saifan; Chairman, Vendaval Corp.
(714) 366-0132, nick@vendavalcorp.com
- ii. Renee Young; Managing Partner, Aslan Consulting
(909) 239-4300, renee@myaslanllc.com
- iii. Yicel Paez; Director, Cal-SOAP LA
(213) 260-0569, yicel@calsoapla.org
- iv. Beny Alagem, Owner, Beverly Hilton Hotel
(310) 999-1414; balagem@alagemcapital.com
- v. Jon Farzam, Vice President, Sand and Sea Hotel Group (310) 990-5218; jonfarzam@shorehotel.com
- vi. Tony Ding, Councilmember, City of San Gabriel
(626) 353-1608, tding888@yahoo.com
- vii. Nelida Mendoza, Councilmember, City of Santa Ana
(714) 721-6141, nmendoza@santa-ana.org

750 South Garland Ave., Suite #206 Los Angeles, CA 90017

Office: (213) 986-7125 Cell: (323) 490-8164 Email: Robert@UPward-Solutions.com

- viii. Claudia Alvarez, Former Rancho Santiago Community College Trustee
(714) 938-7225; alvarez4santaana@gmail.com
Flora Yin; Attorney, AA Victory PAC
(213) 402-4574, flora@politicallaw.com
- ix. Gary Safady; Owner, Safady Group of Companies
(310) 993-2340, gsafady@safady.com

Business References

William Wherritt
Vice President, US West PPM
AECOM
300 South Grand Ave., 9th Floor
Los Angeles, CA 90071
(626) 607-8965 – Cell
William.wherritt@aecom.com

Gary Safady
Owner
Safady Group of Companies
9663 Santa Monica Blvd., Suite 406
Beverly Hills, CA 90210
(310) 993-2340 – Direct
gsafady@safady.com

Yicel Paez
Director
Cal-SOAP – Los Angeles
CA Student Opportunity & Access Program
1301 Avenida Cesar Chavez
Monterey Park, CA 91754
(213) 260-0569
yicel@calsoapla.org

Maria Louisa Veloz
Legislative and Governmental Relations Officer
Office of the Chancellor
Los Angeles Community College District
770 Wilshire Blvd., Room 905
Los Angeles, CA 90017
(213) 891-2055 – Direct
velozml@email.laccd.edu

750 South Garland Ave., Suite #206 Los Angeles, CA 90017
Office: (213) 986-7125 Cell: (323) 490-8164 Email: Robert@UPward-Solutions.com

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

Consultant 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 Consultant is non-responsive and City may reject the submittal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Consultant is not responsible and City may reject the submittal 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. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Consultant has no False Claims Act violations as described above, complete the following:

I Robert Urteaga, am the President
(Print name of person responsible for submitting submittal) (Title with proposing entity)
of Upward Solutions LLC (hereinafter, "Consultant").
(Print Name of Proposing Entity)

In submitting a submittal to the City of Huntington Park, I hereby certify 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 as defined above.

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

Executed this 2 day of September at 2021 Los Angeles, CA
(Month and year) (City and state)

By [Signature]
(Signature of Person Responsible for Submitting Submittal
on behalf of Consultant)

EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

Consultant 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 Consultant is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Consultant is not responsible. For the five (5) years preceding the date of submittal of this Submittal, 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 Submittals: the Consultant submitting the instant Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 Consultant has no civil litigation history to report as described above, complete the following:

I, am the

(Print name of person responsible for submitting submittal)

(Title with proposing entity)

of

(Print Name of Proposing Entity)

(hereinafter, "Consultant").

In submitting a Submittal to the City of Huntington Park, I, hereby certify 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 involved in civil litigation as described, above.

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

Executed this

day of

(Month and year)

(City and state)

By

the behalf of (Consultant)

(Signature of Person Responsible for Submitting Submittal on

CIVIL LITIGATION HISTORY INFORMATION

- (1) Name of Case: _____

- (2) Court case identification number: _____
- (3) Jurisdiction in which case was filed: _____
- (4) Outcome of the case: _____

- (5) Name of Case: _____

- (6) Court case identification number: _____
- (7) Jurisdiction in which case was filed: _____
- (8) Outcome of the case: _____

DECLARATION

I, am the _____
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of _____ (hereinafter, "Consultant").
(Print Name of Proposing Entity)

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 Person Responsible for Submitting Submittal
on behalf of Consultant)

ATTACHMENT B



PROFESSIONAL SERVICES AGREEMENT

(Engagement: PROJECT ADVOCACY AND LABOR RELATIONS)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ of _____, 2021 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") UPWARD SOLUTIONS 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 [DATE], the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, on [DATE], the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on [DATE]. CONSULTANT then commenced providing [SERVICES] 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 [DATE].

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 [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a [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 "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 \$[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 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 (\$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.
- D. Add Cyber if Cyber applies (insurance) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 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:
[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.

- 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:

[NAME OF CONSULTANT]

By: _____
[CITY MANAGER]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

