

# **CITY OF HUNTINGTON PARK**

## **City Council**

### **Regular Meeting**

#### **Agenda**

**Tuesday, October 19, 2021**

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

**Graciela Ortiz**

Mayor

**Eduardo “Eddie” Martinez**

Vice Mayor

**Karina Macias**

Council Member



**Marilyn Sanabria**

Council Member

**Manuel “Manny” Avila**

Council Member

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

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

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

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

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

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

### **Public Comment**

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

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

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

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

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

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

## **Additions/Deletions to Agenda**

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

## **Important Notice**

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. Proclamation "Breast Cancer Awareness Month"
2. Proclamation "Domestic Violence Awareness Month"
3. Special Presentation "Resolution 2021-29 Honoring Rebecca Avila"

## **PUBLIC COMMENT**

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

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION –**

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

## **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.

### **FINANCE**

1. Approve Accounts Payable and Payroll Warrant(s) dated October 19, 2021

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

### **PUBLIC WORKS**

2. **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms for the preparation of Plans, Specifications, and Estimate for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014).
3. **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL 16**

RECOMMENDED THAT THE CITY COUNCIL:

1. Authorized staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering firms to investigate the lack of production at Well 16 and generate plans, specifications and engineer's estimate for bidding purposes.



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

RECOMMENDED THAT THE CITY COUNCIL:

1. Open to the public hearing and hear objections or protests, if any, to the proposed formation of the Rule 20A Underground Utility District project on Bickett Street, north of Slauson Avenue;
2. Close the public hearing; and
3. Adopt Resolution No. 2021-30 declaring the formation of Underground Utility District No. XX

**PARKS AND RECREATIONS**

**5. AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HUNTINGTON PARK 2021 HOLIDAY PARADE**

RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize and ratify the expenditures in a not-to-exceed amount of \$60,000 for TV production, TV Broadcasting and Parade Security for the 2021 Holiday Parade.
2. Authorize the City Manager to enter into a 3-year agreement with Magnolia Street Productions for the 2021, 2022 and 2023 Holiday Parades if mutually agreed upon by the City and Magnolia Street Productions.

**POLICE DEPARTMENT**

**6. APPROVE THE PURCHASE OF PUBLIC SAFETY SUITE PRO SOFTWARE TO COMPLY WITH THE MANDATES OF ASSEMBLY BILL 953; FINALIZE THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES LLC; AND, EXECUTE THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF JUSTICE**

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the purchase of Public Safety Suite Pro from CentralSquare Technologies LLC, a one application software consisting of Computer-Aided Dispatch System, Records Management System, Mobile Records, Property, and Field-Based Reporting System, in the amount of \$233,757.08; and

2. Approve for CentralSquare Technologies to receive \$147,599.50 in grant funding awarded directly to CentralSquare Technologies LLC, on behalf of the City of Huntington Park for the implementation and completion of this project; and
3. Appropriate an amount of \$86,158 from the City's General Fund Account Number 111-7010-421.74-10 to close the non-grant funding financial gap of the overall cost of this project and apply for reimbursement from the City's allocated American Rescue Plan Funds; and
4. Authorize the City Manager to execute the agreement with the California Department of Justice and the Chief of Police to complete the project.

### **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, November 2, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 14th Day of October 2021.



Sergio Infanzon, Acting City Clerk

## **PRESENTATIONS**



**CITY OF HUNTINGTON PARK, CA  
RESOLUTION 2021-29**

***WE, the Governing Authority, Citizens, and Co-Workers of the City of Huntington Park, wish to express our gratitude, respect, and love for Mrs. Rebecca Avila.***

***WHEREAS, Rebecca Avila demonstrated a great commitment to her family and to her job, as the last Elected Treasurer, with the City of Huntington Park; and***

***WHEREAS, Rebecca Avila was a great mother and provider for her family; and***

***WHEREAS, Rebecca Avila worked with diligence and energy to achieve the goals needed for the City of Huntington Park to strive; and***

***WHEREAS, the passing of Rebecca Avila, a mother, daughter, sister, and great friend, has caused a deep void of sadness in the community; and***

***WHEREAS, none of us will ever fully comprehend what Rebecca went through, yet still lived in such a manner to touch each and every one of us who knew her.***

***NOW, THEREFORE, it be resolved, that we embrace and mourn with her family because all we have is a common bond.***

***THEREFORE, let it be known, we can never replace Rebecca Avila but we will continue to improve our lives and live our lives as demonstrated by her committed spirit. The Lord has accepted Rebecca Avila into His presence, His good and faithful servant.***

Mayor Graciela Ortiz \_\_\_\_\_

Vice Mayor Eduardo Martinez \_\_\_\_\_

Council Member Karina Macias \_\_\_\_\_

Council Member Marilyn Sanabria \_\_\_\_\_

Employees of the City of Huntington Park  
**OCTOBER 19, 2021**



**ITEM NO. 1**





**City of Huntington Park  
List of Funds**

<b>Fund</b>	<b>Description</b>
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	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 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAMSON POLICE PRODUCTS	INV354770	111-7022-421.61-24	PD DEFENSE SUPPLIES	388.52
ADLERHORST INTERNATIONAL LLC	107228	111-7022-421.61-29	K-9 DOG FOOD	\$388.52
ALADDIN LOCK & KEY SERVICE	31110	741-8060-431.43-20	EMERGENCY KEYS UNIT# 963	150.85
ALAN'S LAWN AND GARDEN CENTER, INC.	1051060	111-8010-431.61-20	ASPHALT TEMPER PLATE	\$150.85
AMAZON.COM SERVICES, INC.	1MN-QYG7-PKFP	111-6010-451.61-20	RECREATION SUPPLIES	209.48
	1CJN-V67W-RXKP	239-0272-463.57-91	FOOD PANTRY SUPPLIES	\$2,658.58
	1CJN-V67W-KGCC	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	25.65
	1YCF-M3Q3-MF6P	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,208.66
	1J4TKHHR-T67J	239-6060-490.74-10	AFTERSCHOOL EQUIPMENT	969.39
	17LG-LRLG-KGC3	239-6065-490.61-60	SENIOR EXERCISE EQUIPMENT	1,868.30
	1CJM-G9HW-1FL6	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	859.92
	1J4T-KHHR-FRQP	239-6065-490.61-60	SENIOR PROGRAM EQUIPMENT	1,763.60
	1N4D-RHTT-YKX9	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	1,219.28
	1PLF-6TQY-TY9H	239-6065-490.61-60	SENIOR PROGRAM EQUIPMENT	284.18
	1TDJ-TQQT-TF3L	239-6065-490.61-60	SENIOR PROGRAM EQUIPMENT	565.20
	1VDM-MDHW-TT49	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	953.64
	1YFV-GYMG-CWJY	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	429.93
AMELIA ROMERO ROSA	17993-5340	681-0000-228.70-00	CREDIT BALANCE REFUND	441.00
AT&T	10/21-11/20/21	111-9010-419.53-10	COMMUNITY CENTER INTERNET	1,394.32
	10/23-11/22/21	111-9010-419.53-10	PW YARD INTERNET	\$11,983.07
	10/28-11/27/21	111-9010-419.53-10	RAUL R PEREZ PARK INTERNET	66.51
	10/28-11/27/21	111-9010-419.53-10	FREEDOM PARK INTERNET	99.52
	11/1-11/30/21	111-9010-419.53-10	SALT LAKE PARK INTERNET	79.54
AT&T MOBILITY	X09252021	111-7010-421.53-10	PD WIRELESS PHONES	68.84
AT&T PAYMENT CENTER	8/28/21-9/27/21	111-7010-421.53-10	PD PHONE SRVC	58.85
B AND H SIGNS	19433	111-7010-421.61-20	FORD EXPLORER K-9 GRAPHIC	107.00
BOB BARKER COMPANY INC.	INV1673860	121-7040-421.56-14	JAIL SUPPLIES	\$413.75
	INV1675452	121-7040-421.56-14	JAIL SUPPLIES	3,834.36
BRINK'S INCORPORATED	4276672	111-9010-419.33-10	MONEY TRANSPORT-SEPT 2021	1,945.17
	4276673	111-9010-419.33-10	COIN PROCESSING-SEPT 2021	\$1,945.17
CALPRIVATE BANK	2469216812XLV26	111-0110-411.58-24	COUNCIL SUPPLIES	1,195.00
	2490641823TA4TD	111-0110-411.58-25	COUNCIL SUPPLIES	365.75
	24013397V00XMKN	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	212.18
				\$577.93
				524.26
				113.60
				\$637.86
				855.50
				1,603.06
				188.70

**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPRIVATE BANK	242316878RBGHDL	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	23.57
	24913297S006ZYY	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	6.67
	24492168100038Z	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	99.11
	24692167V2Y1R9D	111-2030-413.61-20	ORAL INTERVIEW SUPPLIES	36.38
				<b>\$2,812.99</b>
CENTRAL BASIN MWD	HP-AUG21	681-8030-461.41-00	IMPORTED WATER-AUG 2021	119,431.13
				<b>\$119,431.13</b>
CENTRAL FORD	378673	219-8085-431.43-21	VEHICLE PARTS	94.95
	378679	219-8085-431.43-21	VEHICLE PARTS	345.74
	378783	219-8085-431.43-21	VEHICLE PARTS	90.70
	378811	219-8085-431.43-21	VEHICLE PARTS	99.15
	378492	741-8060-431.43-20	VEHICLE PARTS	85.64
	379041	741-8060-431.43-20	VEHICLE PARTS	106.54
	379046	741-8060-431.43-20	POLICE VEHICLE SUPPLIES	684.43
	379085	741-8060-431.43-20	VEHICLE PARTS	22.97
				<b>\$1,530.12</b>
CHARTER COMMUNICATIONS	511353091921	111-9010-419.53-10	CITY HALL INTERNET 9/19/21-10/18/21	194.97
				<b>\$194.97</b>
CINTAS CORPORATION NO 3	4096970597	741-8060-431.56-41	UNIFORM DRY CLEANING	357.10
	4097654972	741-8060-431.56-41	UNIFORM DRY CLEANING	357.10
				<b>\$714.20</b>
COLLINS COMPANY	610616	535-8090-452.61-20	PRIVACY SCREEN FOR FENCE	404.06
				<b>\$404.06</b>
COMMERCIAL TIRE COMPANY	1-169238	741-8060-431.43-20	TIRES UNIT# 353	654.48
				<b>\$654.48</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	IN220000198	221-8014-429.56-41	TRAFFIC SIGNAL MAINT.	2,623.46
	RE-PW-210913015	221-8014-429.56-41	TRAFFIC SIGNAL MAINT-AUG 2021	857.40
				<b>\$3,480.86</b>
DAPEER, ROSENBLIT & LITVAK	18810	111-0220-411.32-70	LEGAL SRVCS-MAY 2021	297.50
	18933	111-0220-411.32-70	LEGAL SRVCS-JUNE 2021	254.30
	19203	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	87.50
	19205	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	900.00
				<b>\$1,539.30</b>
DATA TICKET INC.	128881	111-5055-419.56-41	CODE CITATION-AUG 2021	131.50
	126212	111-7065-441.61-20	ANIMAL CITATION-MAY 2021	12.50
	128929	111-7065-441.61-20	ANIMAL CITATION-AUG 2021	50.50
				<b>\$194.50</b>
DATAPROSE, INC.	9214	681-3022-415.53-20	BILLING POSTAGE FEES	416.55
				<b>\$416.55</b>
DELTA DENTAL	BE004617788	111-0000-217.50-20	PMI BENEFITS-OCT 2021	2,154.51
	BE004620224	111-0000-217.50-20	DPO BENEFITS-OCT 2021	7,630.12
				<b>\$9,784.63</b>
DF POLYGRAPH	2021/8	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	350.00
				<b>\$350.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DUNN EDWARDS CORPORATION	2009327596	111-8095-431.61-50	GRAFFITI ABATEMENT SUPPLY	124.51
	2009327694	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	574.22
				<b>\$698.73</b>
EL GRANERO GRILL, INC.	09/22/2021	239-0280-490.51-03	SENIOR MEAL PROGRAM	910.00
	09/24/2021	239-0280-490.51-03	SENIOR MEAL PROGRAM	910.00
	09/29/2021	239-0280-490.51-03	SENIOR MEAL PROGRAM	930.00
	10/1/2021	239-0280-490.51-03	SENIOR MEAL PROGRAM	930.00
				<b>\$3,680.00</b>
ELITE EQUIPMENT INC.	43925	535-8090-452.61-20	APT PUMPER FOR TRENCHES	955.70
				<b>\$955.70</b>
ELITE IRON DOORS & FENCES INC	21181	111-8024-421.43-10	ROLLING GATE PARTS	322.00
				<b>\$322.00</b>
EVELYN REYES	72721	111-7010-421.59-30	MILEAGE REIMBURSEMENT	9.40
				<b>\$9.40</b>
EXPRESS TRANSPORTATION SERVICES LLC	DAR10012021	219-8085-431.56-45	DIAL-A-RIDE OCT 2021	67,643.00
				<b>\$67,643.00</b>
GEORGE CHEVROLET	CTCS386073	741-8060-431.43-20	A/C CONDENSER UNIT#984	1,759.55
				<b>\$1,759.55</b>
GLORIA'S RESTAURANT, INC.	9/1/21-9/3/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,780.00
	9/15/21-9/17/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,820.00
	9/22/21-9/24/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,820.00
	9/8/21-9/10/21	239-0280-490.51-03	SENIOR MEAL PROGRAM	1,820.00
				<b>\$7,240.00</b>
GRAINGER	9073006711	219-8085-431.43-21	VEHICLE PARTS	89.16
	9067554379	741-8060-431.43-20	SHOP SUPPLIES	32.43
	9068915348	741-8060-431.43-20	SHOP SUPPLIES	40.02
	9069166669	741-8060-431.43-20	VEHICLE PARTS	17.51
	9069807791	741-8060-431.43-20	SHOP SUPPLIES	85.00
	9073964521	741-8060-431.43-20	SHOP SUPPLIES	55.30
				<b>\$148.74</b>
HASA, INC.	780526	681-8030-461.41-00	SODIUM HYPOCHLORITE	75.00
	780536	681-8030-461.41-00	SODIUM HYPOCHLORITE	245.37
	780539	681-8030-461.41-00	SODIUM HYPOCHLORITE	187.49
	9821	111-7010-421.59-20	MILEAGE REIMBURSEMENT	148.40
				<b>\$507.86</b>
HASSAN SALEH	1816	111-6030-451.61-35	GYM REPAIR SRVC	250.00
				<b>\$148.40</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN011765	111-9010-419.56-41	TRANSACTION TAX SRVC Q121	250.00
				<b>\$300.00</b>
HOME DEPOT - PUBLIC WORKS	2904762	111-7040-421.61-32	PD SUPPLIES	113.51
	4030045	111-8010-431.61-20	SHELVING RACKS	438.80
	2530221	111-8020-431.43-10	A/C REPLACEMENT FILTERS	103.16

**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	3974084	111-8020-431.43-10	CITY EVENT SUPPLIES	263.64
	2974973	111-8095-431.61-50	GRAFFITI SUPPLIES	249.08
	8011151	535-8016-431.61-45	LIGHTING SUPPLIES	157.53
	3010476	535-8090-452.61-20	LANDSCAPING SUPPLIES	242.98
	391723	535-8090-452.61-20	TENNIS COURT LIGHTS	302.94
	5064407	535-8090-452.61-20	TENNIS COURT LIGHTS	159.22
	6360673	535-8090-452.61-20	STATUE SUPPLIES	55.38
	6371611	535-8090-452.61-20	CONCRETE	85.44
	6511928	535-8090-452.61-20	LANDSCAPING SUPPLIES	72.57
	4030050	741-8060-431.43-20	SHELVING RACKS	438.80
INFRAMARK LLC	8530480	741-8060-431.43-20	ELECTRICAL SUPPLIES	195.27
				<b>\$2,878.32</b>
	68310	283-8040-432.56-41	WATERSEWER-OCT 2021	13,476.33
	68090	681-8030-461.43-30	7922 OTIS VALVE REPAIR	12,100.00
	68091	681-8030-461.43-30	OTIS/SALT LAKE VALVE SRVC	17,380.00
	68310	681-8030-461.56-41	WATERSEWER-OCT 2021	103,885.14
				<b>\$146,841.47</b>
JHD PLANNING LLC	HP-01	111-5010-419.56-49	2021 HOUSING ELEMENT UPDATE	8,025.00
	HP-02	111-5010-419.56-49	2021 HOUSING ELEMENT UPDATE	7,387.50
				<b>\$15,412.50</b>
JULIO MORENO	92821	111-7010-421.59-15	MILEAGE REIMBURSEMENT	110.65
				<b>\$110.65</b>
KAJIWARA COMMUNICATIONS	HP0007	111-9010-419.56-41	CONSULTING SRVC-SEPT 2021	11,093.25
				<b>\$11,093.25</b>
KEYSTONE UNIFORM DEPOT	68138	111-7022-421.61-24	EMPLOYEE UNIFORMS	85.89
				<b>\$85.89</b>
KONICA MINOLTA BUSINESS SOLUTIONS	272251456	111-0110-411.43-05	ADMIN COPIER JAN-MAR 2021	24.01
	272856608	111-0110-411.43-05	COUNCIL COPIER-APR 2021	105.22
	274610747	111-0110-411.43-05	COUNCIL COPIER-JUL 2021	105.22
	275141997	111-0110-411.43-05	ADMIN COPIER-AUG 2021	105.22
	272251456	111-0210-413.43-05	ADMIN COPIER JAN-MAR 2021	24.01
	272856608	111-0210-413.43-05	ADMIN COPIER-APR 2021	105.22
	274610747	111-0210-413.43-05	ADMIN COPIER-JULY 2021	105.22
	275141997	111-0210-413.43-05	COUNCIL COPIER-AUG 2021	105.22
	272856167	111-7010-421.44-10	PD COPIER-APR 2021	210.44
	272856177	111-7010-421.44-10	PD COPIER-APR 2021	66.64
	272856334	111-7010-421.44-10	PD COPIER-APR 2021	298.91
	272856341	111-7010-421.44-10	PD COPIER-APR 2021	379.63
	272856606	111-7010-421.44-10	PD COPIER-APR 2021	298.91
	272856613	111-7010-421.44-10	PD COPIER-APR 2021	139.36
	272856893	111-7010-421.44-10	PD COPIER-APR 2021	210.44
	273415487	111-7010-421.44-10	PD COPIER-MAY 2021	298.91
	273415621	111-7010-421.44-10	PD COPIER-MAY 2021	298.91



**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	273415833	111-7010-421.44-10	PD COPIER-MAY 2021	210.44
	273415834	111-7010-421.44-10	PD COPIER-MAY 2021	210.44
	273416199	111-7010-421.44-10	PD COPIER-MAY 2021	379.63
	273416202	111-7010-421.44-10	PD COPIER-MAY 2021	210.44
	273416203	111-7010-421.44-10	PD COPIER-MAY 2021	66.64
	273416207	111-7010-421.44-10	PD COPIER-MAY 2021	139.36
	275141344	111-7010-421.44-10	PD COPIER-AUG 2021	298.91
	275141351	111-7010-421.44-10	PD COPIER-AUG 2021	66.64
	275141532	111-7010-421.44-10	PD COPIER- AUG 2021	210.44
	275141618	111-7010-421.44-10	PD COPIER- AUG 2021	210.44
	275141907	111-7010-421.44-10	PD COPIER- AUG 2021	298.91
	275141914	111-7010-421.44-10	PD COPIER- AUG 2021	379.63
	275141915	111-7010-421.44-10	PD COPIER- AUG 2021	139.36
				<b>\$5,702.77</b>
LACMTA	91521	219-8085-431.58-50	TAP CARDS-AUG 2021	59.34
LAN WAN ENTERPRISE, INC	72167	111-7010-419.43-15	ANTIVIRUS-JULY 2021	205.50
	72280	111-7010-419.43-15	ANTIVIRUS- AUG 2021	205.50
	72426	111-7010-419.43-15	IT SERVICES-OCT 2021	23,910.50
	72453	111-7010-419.43-15	ANTIVIRUS-OCT 2021	205.50
	72167	111-9010-419.43-15	ANTIVIRUS-JULY 2021	205.50
	72280	111-9010-419.43-15	ANTIVIRUS- AUG 2021	205.50
	72426	111-9010-419.43-15	IT SERVICES-OCT 2021	23,910.50
	72453	111-9010-419.43-15	ANTIVIRUS-OCT 2021	205.50
	72291	239-6010-451.76-15	WIFI ACCESS PROJECT	30,000.00
	72389	239-6010-451.76-15	WIFI ACCESS PROJECT	30,000.00
				<b>\$109,054.00</b>
LEGAL SHIELD	81521	111-0000-217.60-50	ID THEFT PROTECTION-AUG	28.90
	91521	111-0000-217.60-50	ID THEFT PROTECTION-SEPT	28.90
LIEBERT CASSIDY WHITMORE	202146	111-0220-411.32-70	LEGAL SRVCS-JULY 2021	\$57.80
	202147	111-0220-411.32-70	LEGAL SRVCS-JULY 2021	494.00
	202148	111-0220-411.32-70	LEGAL SRVCS-JULY 2021	140.00
	203675	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	1,318.00
	204659	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	1,938.00
	204696	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	5,332.25
	204722	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	365.05
	204735	111-0220-411.32-70	LEGAL SRVCS-AUG 2021	279.50
				<b>\$12,161.80</b>
				150.00
LOS ANGELES COUNTY CLERK'S OFFICE	ATPL-5150	111-8020-431.61-20	NOE FILING-CROSSWALK PROJ	
LUIS LOPEZ	92821	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$150.00
				86.80
				<b>\$86.80</b>

**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NACHO'S LOCK & KEY SERVICE	17984	111-8023-451.43-10	KEY SERVICES	198.00
				<b>\$198.00</b>
NAPA AUTO PARTS	102715	741-8060-431.43-20	SHOP COMPRESSOR BELTS	40.19
				<b>\$40.19</b>
NATIONWIDE ENVIRONMENTAL SERVICES	31765	220-8070-431.56-41	BUS STOP MAINT-AUG 2021	18,795.50
	31766	221-8010-431.56-41	STREET SWEEPING-AUG 2021	52,657.96
				<b>\$71,453.46</b>
NCM CARWASH	10082	741-8060-431.43-20	CAR WASH SEPTEMBER 2021	69.46
				<b>\$69.46</b>
NETMOTION SOFTWARE, INC	10060715	111-7022-421.56-41	SOFTWARE MAINTENANCE	2,871.63
				<b>\$2,871.63</b>
NISHA SCHUMACHER	92121	111-7010-421.59-30	MILEAGE REIMBURSEMENT	217.82
				<b>\$217.82</b>
NOBEL SYSTEMS, INC	15231	681-8030-461.56-41	VALVE MODULE SUBSCRIPTION	1,700.00
				<b>\$1,700.00</b>
NORTH STAR LAND CARE	1601-154	111-8090-452.56-60	TREE TRIMMING-MAR 2021	27,427.00
	1601-217	535-8090-452.56-60	TREE TRIMMING SRVC-SEP 21	20,160.00
				<b>\$47,587.00</b>
O'REILLY AUTO PARTS	2959-439467	219-8085-431.43-21	VEHICLE PARTS	162.13
	2959-445863	219-8085-431.43-21	VEHICLE PARTS	273.40
	2959-447347	219-8085-431.43-21	VEHICLE PARTS	69.35
	2959-447667	219-8085-431.43-21	VEHICLE PARTS	420.67
	2959-447878	219-8085-431.43-21	VEHICLE PARTS	64.32
	2959-447918	219-8085-431.43-21	VEHICLE PARTS	54.54
	2959-445865	741-8060-431.43-20	VEHICLE PARTS	15.80
	2959-445879	741-8060-431.43-20	VEHICLE PARTS	75.43
	2959-447929	741-8060-431.43-20	SHOP SUPPLIES	702.64
	2959-447987	741-8060-431.43-20	VEHICLE PARTS	61.17
	2959-447988	741-8060-431.43-20	VEHICLE PARTS	5.03
	2959-448463	741-8060-431.43-20	VEHICLE PARTS	92.61
	2959-448771	741-8060-431.43-20	VEHICLE PARTS	315.54
				<b>\$2,312.63</b>
OK PRINTING DESIGN & DIGITAL PRINT	2215	741-8060-431.43-20	VEHICLE REPAIR TAGS	292.16
				<b>\$292.16</b>
OLGA LOPEZ	77004	111-0000-347.20-00	SPORTS CLASS REFUND	75.00
				<b>\$75.00</b>
PARS	48864	111-9010-419.56-41	PARS ARS FEES-JULY 2021	449.96
	48926	216-3010-415.56-41	PARS REP FEES-JULY 2021	2,533.54
				<b>\$2,983.50</b>
PENSKE CHEVROLET	265851	741-8060-431.43-20	VEHICLE PARTS	244.15
				<b>\$244.15</b>
QDOXS	IN38644	111-8020-431.43-05	PW COPIER-9/18-10/17/21	27.74
	IN38644	285-8050-432.43-05	PW COPIER-9/18-10/17/21	27.75
	IN38644	681-8030-461.43-05	PW COPIER-9/18-10/17/21	27.75
				<b>\$83.24</b>

**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
REFRIGERATION SUPPLIES DISTRIBUTOR	1565141-00	111-8022-419.43-10	COUNCIL CHAMBERS AC PARTS	42.57
	1565217-00	111-8022-419.43-10	COUNCIL CHAMBERS AC PARTS	33.53
REXEL COMMERCIAL & INDUSTRIAL	S131701031.001	535-8090-452.61-20	ELECTRICAL SUPPLIES	\$76.10
	S131701031.002	535-8090-452.61-20	ELECTRICAL SUPPLIES	308.07
	S131701031.003	535-8090-452.61-20	ELECTRICAL SUPPLIES	4,112.70
	S131701031.004	535-8090-452.61-20	ELECTRICAL SUPPLIES	2,277.85
				56.64
				<b>\$6,755.26</b>
RIO HONDO COLLEGE	X21-88-ZHPK	111-7010-421.59-15	ENROLLMENT & MATERIAL FEE	178.00
SCHAEFFER MANUFACTURING COMPANY	LP1876-INV1	741-8060-431.62-30	DRUM OF MOTOR OIL	<b>\$178.00</b>
SMART & FINAL	3192200014001	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	<b>\$1,521.76</b>
	3192200031211	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	85.54
	3192200037908	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	114.70
				49.90
				<b>\$250.14</b>
SPARKLETT'S	19438227 092221	111-7010-421.56-41	PD WATER DELIVERY	1,104.77
				<b>\$1,104.77</b>
SPRINT SOLUTIONS, INC	475527450-019	111-6010-451.56-41	WALKIE TALKIE SRVC 8/9-9/8/21	381.72
STANDARD INSURANCE COMPANY	100121	111-0000-217.50-70	LIFE INSURANCE-OCT 2021	<b>\$381.72</b>
				1,369.98
				<b>\$1,369.98</b>
STAR2STAR COMMUNICATIONS LLC	SUBC00006989	111-9010-419.53-10	VOIP SRVCS 9/3/21-10/2/21	10,726.13
	SUBC00007177	111-9010-419.53-10	VOIP SRVCS 10/3-11/2/21	10,696.29
				<b>\$21,422.42</b>
STATE CONTROLLER'S OFFICE	FTB-00004015	111-9010-419.56-41	FY 2020 OFFSETS PROGRAM	1,799.19
				<b>\$1,799.19</b>
STEPHEN DORECK EQUIPMENT RENTALS	2020-16-08	681-8030-461.76-14	WATER MAIN REPLACEMENT	386,244.72
				<b>\$386,244.72</b>
SUPERION, LLC	330086	111-9010-419.33-10	AUGUST 2021 TRANSACTIONS	236.85
				<b>\$236.85</b>
T-MOBILE USA	9/3/21-9/20/21	111-5055-419.53-10	CODE ENFORCEMENT PHONES	74.88
	92121	111-6010-451.56-41	PARKS WIRELESS PHONE	317.78
				<b>\$392.66</b>
T-WIRELESS INC	23979-10118	681-0000-228.70-00	CREDIT BALANCE REFUND	781.10
				<b>\$781.10</b>
T2 SYSTEMS CANADA INC.	IRIS0000086135	111-8010-415.56-41	DIGITAL IRIS-MAY 2021	2,250.00
	IRIS0000089566	111-8010-415.56-41	DIGITAL IRIS-JUL 2021	2,370.00
	IRIS0000091029	111-8010-415.56-41	DIGITAL IRIS-AUG 2021	2,370.00
	IRIS0000092175	111-8010-415.56-41	DIGITAL IRIS-SEP 2021	2,370.00
				<b>\$9,360.00</b>
THREE G'S PLUMBING	22263	111-8023-451.43-10	PLUMBING SRVCS	525.00
	22264	111-8024-421.43-10	PLUMBING SRVCS	195.00
				<b>\$720.00</b>

**City of Huntington Park  
Demand Register  
WR 10-19-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TIREHUB, LLC	22223995	741-8060-431.43-20	PARTS FOR PD UNITS	761.03
	22815889	741-8060-431.43-20	PARTS FOR PD UNITS	939.92
				<b>\$1,700.95</b>
TOMAS PEREZ	62821	111-7030-421.61-20	SERT TEAM EQUIPMENT	74.42
				<b>\$74.42</b>
TRI-TECH FORENSICS INC	537452	111-7040-421.61-33	EVIDENCE SUPPLIES	237.50
				<b>\$237.50</b>
U.S. ARMOR CORPORATION	34570	111-7022-421.61-24	BULLET PROOF VESTS	348.63
	34570	233-7010-421.74-10	BULLET PROOF VESTS	348.63
				<b>\$697.26</b>
UNDERGROUND SERVICE ALERT OF SO CAL	920210129	221-8014-429.56-41	UNDERGROUND ALERT	275.65
	DSB20204723	221-8014-429.56-41	STATE REGULATORY COSTS	104.51
				<b>\$380.16</b>
VELADA CONSULTING LLC	30	111-0210-413.56-41	CONSULTING SRVCS-AUG 2021	7,500.00
	31	111-0210-413.56-41	CONSULTING SRVCS-SEP 2021	7,500.00
				<b>\$15,000.00</b>
VISION SERVICE PLAN-CA	813065870	111-0000-217.50-30	VISION BENEFIT-SEPT 2021	3,440.24
	813065882	111-0000-217.50-30	VISION BENEFIT-SEPT 2021	202.04
	813291447	111-0000-217.50-30	VISION BENEFIT-OCT 2021	126.92
	813291452	111-0000-217.50-30	VISION BENEFIT-OCT 2021	3,373.94
				<b>\$7,143.14</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S118782874.001	111-8010-431.61-20	CLEAN UP EVENT SUPPLIES	59.11
	S118973113.001	535-8016-431.61-45	STREET LIGHT WIRES	4,999.86
				<b>\$5,058.97</b>
WATER REPLENISHMENT DISTRICT OF	83121	681-8030-461.41-00	GROUNDWATER-AUG 2021	115,650.82
				<b>\$115,650.82</b>
WATER SYSTEMS OPTIMIZATION INC.	2042	681-8030-461.56-41	LEVEL 1 WATER VALIDATION	2,500.00
				<b>\$2,500.00</b>
WEST & ASSOCIATES ENGINEERING, INC	1008.16-21-4A	111-8031-433.76-17	CATCH BASIN SRVCS	9,000.00
	1008.16-21-04B	111-8031-433.76-17	NPDES SYSTEM MANAGEMENT	5,100.00
				<b>\$14,100.00</b>
WEST GOVERNMENT SERVICES	845120815	111-7030-421.56-41	INFORMATION RETRIEVAL	742.61
	845210584	111-7030-421.56-41	INFORMATION RETRIEVAL	71.59
				<b>\$814.20</b>
WESTCHESTER MEDICAL GROUP	CH139-9428	111-2030-413.56-41	TREADMILL STRESS TEST	800.00
				<b>\$800.00</b>
WEX BANK	74826031	741-8060-431.62-30	PD FUEL PURCHASE	741.83
				<b>\$741.83</b>
WILLDAN FINANCIAL SERVICES	010-49059	111-9010-419.56-41	REFUSE TAX ADMIN OCT-DEC	125.00
	010-49058	535-8016-431.56-41	SPECIAL TAX ADMIN OCT-DEC	2,287.27
				<b>\$2,412.27</b>
				<b>\$1,283,280.69</b>

**ITEM NO. 2**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

October 19, 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 SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms for the preparation of Plans, Specifications, and Estimate for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014).

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

On June 25, 2021, the California Transportation Commission (CTC) approved the allocation of funds for Project Approval and Environmental Design (PA&ED) for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014). Upon preparation and completion of all PA&ED documents, the City received Categorical Exemption (CE) approval from the California Department of Transportation (Caltrans) on May 20, 2021. Obtaining CE approval allows for the requesting of funds for the Plans, Specifications, and Estimate (PS&E) phase. The City submitted a funding request to Caltrans for PS&E allocation on June 9, 2021. At their August 19, 2021 meeting, the CTC allocated funding in the amount of \$288,000 to begin the PS&E phase for this project.

This project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including sidewalk improvements, signal modifications, and zebra crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.



**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

October 19, 2021

Page 2 of 3

The City has placed a high priority on this project to provide active transportation options to its residents. This project will provide safer crossings with direct links to activity centers (schools, employment centers, shopping (retail and groceries), transit stops, banks, churches, and other areas). Through the creation of safer walkways and crossings, people will be encouraged to walk more to their destination. This project will remove both movement and informational barriers. In addition to the geometric design of the intersections, pedestrian safety also relies heavily on the information that is provided to pedestrians, i.e. signs or signals. Movement Barriers are removed through pedestrian actuated devices for locations with high pedestrian counts. Informational barriers are removed through increased signage both at the crosswalk and in advance, and pedestrian scale lighting especially at midblock locations where pedestrian might cross at night. Removal of these barriers will increase mobility and walking for the overall safety of pedestrians.

Engineering support from an outside consultant is necessary to accomplish the design phase of the project. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	October 22, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 8, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 12, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 17, 2021
TENTATIVE CITY COUNCIL AWARD DATE	December 7, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 13, 2021
100% FINAL PS&E TO THE CITY	June 13, 2022

**LEGAL REQUIREMENT**

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

October 19, 2021

Page 3 of 3

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

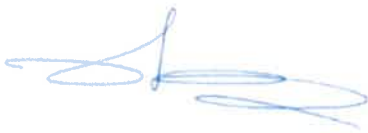
**FISCAL IMPACT/FINANCING**

At its regularly scheduled meeting of August 25, 2021, the California Transportation Commission (CTC) allocated funding in the amount of \$288,000 (Attachment 2). City must seek reimbursement of the state funds as work progresses. A local City match is not required. Approval of this specific action does not have a fiscal impact on the general fund. City must formally request reimbursement from Caltrans on funds spent.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. RFP CIP No. 2018-11 ATP Cycle IV
- B. Caltrans Allocation Notification Letter



## **ATTACHMENT A**



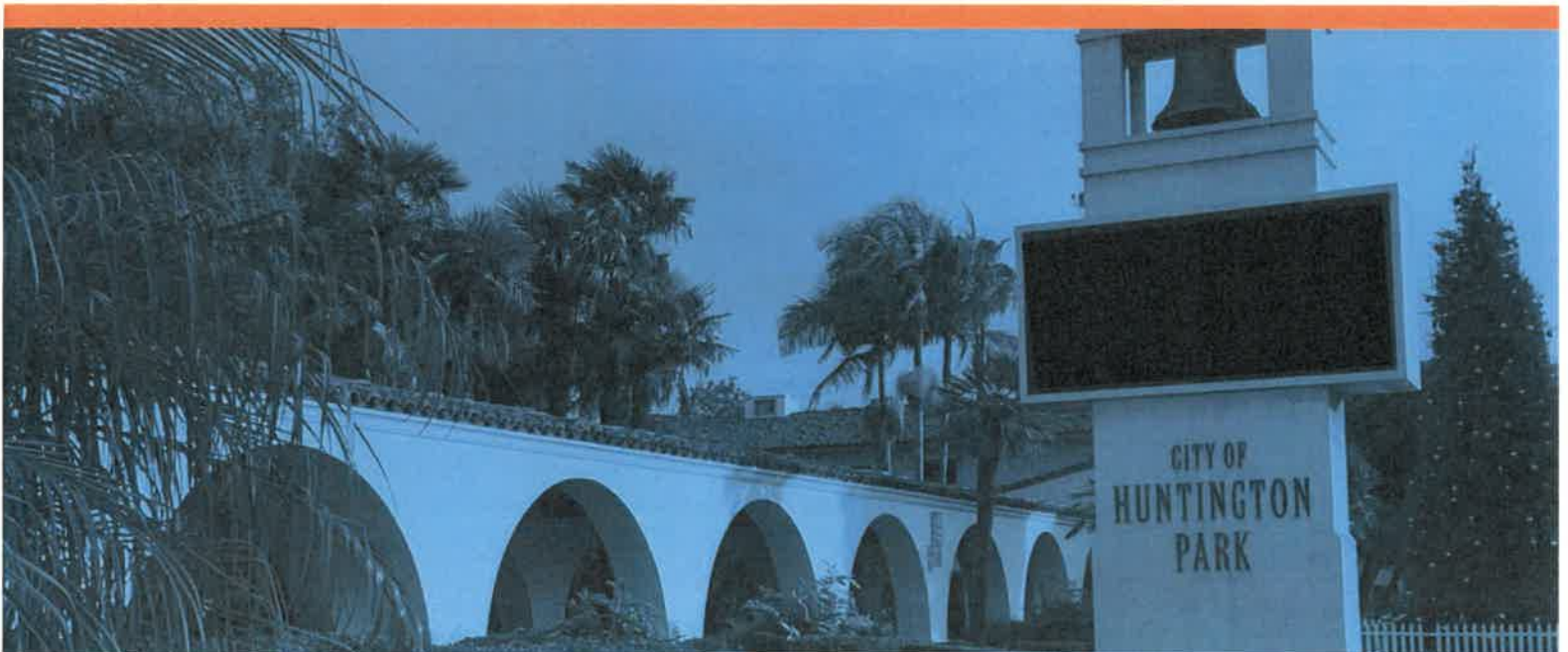


**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Plans, Specifications, and Estimate (PS&E) Services for  
CIP 2018-II ATP Cycle IV Project No. ATPL-5150(014)**

**PROPOSAL DUE DATE: NOVEMBER 17, 2021, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpca.gov](mailto:croldan@hpca.gov)



## Table of Contents

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>2</b>
<b>2.</b>	<b>OVERVIEW.....</b>	<b>2</b>
<b>3.</b>	<b>SCOPE OF SERVICES .....</b>	<b>2</b>
A.	Task 1 – Conduct Field Review and Surveys .....	2
B.	Task 2 – Prepare Design Plans for Construction .....	3
C.	Task 3 – Project Specifications at 30%, 65%, 95%, and 100% Submittal .....	3
D.	Task 4 – Construction Estimate .....	3
E.	Task 5 – Permitting and Regulations .....	4
<b>4.</b>	<b>KEY PERSONNEL.....</b>	<b>4</b>
<b>5.</b>	<b>CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT .....</b>	<b>5</b>
<b>6.</b>	<b>INSURANCE REQUIREMENTS.....</b>	<b>5</b>
<b>7.</b>	<b>EVALUATION CRITERIA .....</b>	<b>5</b>
<b>8.</b>	<b>SELECTION PROCESS.....</b>	<b>5</b>
<b>9.</b>	<b>REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....</b>	<b>6</b>
<b>10.</b>	<b>FEE.....</b>	<b>8</b>
<b>11.</b>	<b>QUESTIONS REGARDING THIS RFP.....</b>	<b>8</b>
<b>12.</b>	<b>PROPOSAL SUBMITTAL PROTOCOL.....</b>	<b>8</b>
<b>13.</b>	<b>PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION ....</b>	<b>8</b>



## **1. INTRODUCTION**

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for engineering design services for the preparation of Plans, Specifications, and Estimate (PS&E). Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies for **CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**.

## **2. OVERVIEW**

The proposed project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. The complete streets boulevards will include Class III bicycle routes, sharrows, signage, bike boxes, and curb bulbouts. These will be complemented with pedestrian safety and mobility enhancements, including sidewalk improvements, signal modifications, and zebra crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue. This project is subject to Greenbook standards and Public Contracting Code procurement requirements. Caltrans standards may also apply.

## **3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **June 13, 2022**.

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

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

- The PS&E phase will include, but will not be limited to, field reconnaissance, engineering and geotechnical investigation, topographic and boundary survey, plans, profiles, layouts, typical sections, and construction details necessary to construct the required work. Additional work includes potholing/boring to see if there are any underground utility obstructions when designing footings for poles.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Traffic Control Plans will be prepared and will be described in the specifications, with reference to MUTCD and WATCH Manual.

- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:  
**March 15, 2022** – 30% submittal  
**April 15, 2022** – 65% submittal  
**May 15, 2022** – 95% submittal  
**June 13, 2022** – Final 100% submittal

**B. Task 2 – Prepare Design Plans for Construction**

- Perform Utility Research/Other Research and Coordination. Conduct required surveys/design surveys and prepare detailed base map for use in developing design plans. Prepare and send out Utility Notices.
- In summary this task shall include the following services:
  - Upon completion of Base Map, conduct second scoping meeting with City to discuss any deviation from initial scoping meeting / approved Conceptual Plan that may be required based on information obtained during Task 1.
  - Design Services shall follow and include Schedule and Schedule Control. Allow a minimum of one (1) week for each City review. Plans shall be submitted at the following stages of completion for City review and comment: 30%, 65%, 95%, and 100% (Final).

**C. Task 3 – Project Specifications at 30%, 65%, 95%, and 100% Submittal**

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause. Caltrans standard specifications may be utilized as well. City does not have City standards.

**D. Task 4 – Construction Estimate**

- Prepare and Engineer's construction estimate for the designed Project at 30%, 65%, 95%, and 100% submittal. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

#### **E. Task 5 – Permitting and Regulations**

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Provide management and inspection staff, including material testing (geotechnical).
- The consultant and its subconsultants shall comply with Public Works Greenbook in the preparation of full, complete, and accurate PS&E. Caltrans standard specifications may also be incorporated.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
  - 2 - Scoping/Kick off
  - 2 - Stakeholders/Final Design
  - 6 - City Staff
  - 1 - Preconstruction

#### **4. KEY PERSONNEL**

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

person assigned to the contract should the City consider such a replacement to be for the good of the project.

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

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

**6. INSURANCE REQUIREMENTS**

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

**7. EVALUATION CRITERIA**

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

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

**8. SELECTION PROCESS**

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

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

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

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

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

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

**Consultant's Background:** Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

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

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

**Proposed Personnel:** Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless

said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

**Quality Assurance/Quality Control:** Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

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

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

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



be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 5, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

**10. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **"CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014)"** and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

**11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpcg.gov](mailto:croldan@hpcg.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, NOVEMBER 8, 2021**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

**12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, NOVEMBER 17, 2021**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement

- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

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

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS



**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	October 22, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 8, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 12, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 17, 2021
TENTATIVE CITY COUNCIL AWARD DATE	December 7, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 13, 2021
100% FINAL PS&E TO THE CITY	June 13, 2022

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



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

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

**RECITALS**

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

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

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

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

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

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

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

I.  
ENGAGEMENT TERMS

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

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

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

## II.

### PERFORMANCE OF AGREEMENT

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

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

**2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS:**

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

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

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

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

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

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

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 BUSINESS LICENSE:** Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
  - II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:



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

III.  
INDEPENDENT CONTRACTOR

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

**IV.**  
**INSURANCE**

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## V. INDEMNIFICATION

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

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

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

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

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

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

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

**VI.**  
**TERMINATION**

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

**6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

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

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

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

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

- 7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT: MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
  - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
  - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

**[NAME OF CONSULTANT]**

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

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

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

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

**APPROVED AS TO FORM:**

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

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

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



Office of the City Clerk

#### INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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



**Certificate Holder:**

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


**Acceptability of Insurers:**

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

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

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

**SUBJECT TO CHANGE AOCORDING TO EVENT**



## CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**

Agent or Broker  
Name & Address

**DATE**

DATE (MM/DD/YYYY)

**INSURED**

Insured Name & Address

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	INSURED	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
1	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR LIMIT: AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC OTHER:		Policy Number	Current Policy Period		EACH OCCURRENCE DAMAGE TO RENTED MED EXP (per person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND AGG
2	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTO ONLY HIREN AUTO ONLY NON-OWNED AUTO ONLY SCHEDULED AUTO NON-SCHEDULED AUTO ONLY		Policy Number	Current Policy Period		BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE COMBINED SINGLE LIMIT (if elected) EACH OCCURRENCE AGGREGATE
3	<b>UMBRELLA/LIAB</b> EXCESS LIAB DEF: <input type="checkbox"/> RETENTION: <input type="checkbox"/>		Policy Number	Current Policy Period		EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PERSONNEL OR CONTRACTORS INVOLVED IN FULFILLING DUTIES EXCLUDED BY EXCLUSION IN THIS POLICY. (See description of coverage on back of policy for more information)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 981, Additional Remarks (Schedule), may be attached if more space is required)

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

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**SIGNATURE**

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ACORD 25 (2016/03)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

However:

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

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

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

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

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

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

whichever is less.

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



## **ATTACHMENT B**



## DEPARTMENT OF TRANSPORTATION

Division of Local Assistance  
 1120 N STREET  
 P.O. BOX 942874, MS# 1  
 Sacramento, CA 94274-0001  
 TTY 711



September 3, 2021

07-LA-0-HNTP  
 ATPL-5150(014)  
 Adv Id: 0720000266  
 PPNO: 07-5661  
 Request No: 2

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

Dear Mr. Reyes:

Your letter dated June 1, 2021 requested a fund allocation from the Active Transportation Program for the City of Huntington Park Completion of pedestrian safety enhancements at remaining uncontrolled crosswalk locations. - The project will create a network of four complete streets boulevards with pedestrian safety and Class III bicycle improvements, as well as. This project is programmed in the Active Transportation Program (ATP), as amended.

At their August 19, 2021 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on August 19, 2021, effective August 19, 2021.

Allocation No. 2022-7		ATP		FUND ALLOCATION	
Senate District No.:	30				
Assembly District	50				
		Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
PS&E		\$288,000	2022	\$0	\$288,000
Federal Funds					\$0
State Funds					\$288,000
<b>Total</b>		<b>\$288,000</b>		<b>\$0</b>	<b>\$288,000</b>

This allocation makes available \$0 of federal funds\* and \$288,000 of State (or State-only) funds for a total of \$288,000.

\* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

**For This Allocation:**

Funds allocated for project E & P are available for expenditure until:	<b>Not Applicable.</b>
Funds allocated for project PS & E are available for expenditure until:	<b>June 30, 2024.</b>
Funds allocated for project RW are available for expenditure until:	<b>Not Applicable.</b>
Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.	

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at <https://dot.ca.gov/programs/local-assistance> for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



For SUJAYA KALAINESAN , Chief  
Office of Project Implementation - South  
Division of Local Assistance

c: MTA

Attachment: CTC Vote Box



Mr. Ricardo Reyes  
September 3, 2021  
Page 3  
ATPL-5150(014)

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bc: LPA  
DLA AE Project Files  
District - (07) DLAE - Steve Novotny

**Multi-Funded TCEP/STIP Allocation**

Tab	Item Description	Ref#	Presenter	Status	Type*	Agency*
96	Request of \$142,559,000 for the State-Administered multi-funded TCEP/STIP Solano 80 Managed Lanes project, on the State Highway System, in Solano County. (PPNO 0658L) <b>Resolution TCEP-A-2122-01</b> <b>Resolution FP-21-09</b> <i>(Related Item under Ref. 2.2c.(1))</i> <i>(In the Book Item Attachment, update to the contributions from other sources in the vote box.)</i> <i>08/19/2021 – Part 2 of 2 – 00:48:35</i>	2.5s.(5)/ 2.5v.(3)	Michael Joseph James R. Anderson	Approved.	A	D

**ATP Allocations**

Tab	Item Description	Ref#	Presenter	Status	Type*	Agency*
97	Request of \$19,428,000 for 20 locally-administered ATP projects off the State Highway System. <b>Resolution FATP-2122-01</b> <i>(In the Book Item Attachment, update to the implementing agency for Project 1 (PPNO 2548).)</i> <i>08/19/2021 – Part 2 of 2 – 00:50:14</i>	2.5w.(1)	Beverley Newman-Burckhard Dee Lam	Approved.	A	D

**Advance - ATP Allocations**

Tab	Item Description	Ref#	Presenter	Status	Type*	Agency*
98	Request of \$1,320,000 for the locally-administered ATP Downtown De La Vina Safe Crosswalks and Buffered Bike Lanes project, off the State Highway System, in Santa Barbara County, programmed in FY 2022-23. (PPNO 2989) <b>Resolution FATP-2122-02</b> <i>08/19/2021 – Part 2 of 2 – 00:50:14</i>	2.5w.(2)	Beverley Newman-Burckhard Dee Lam	Approved.	A	D



## 2.5 Highway Financial Matters

Project # Allocation Amount Recipient RTPA/CTC District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5w.(1)	Active Transportation Program Projects		Resolution FATP-2122-01	
14 \$288,000 City of Huntington Park LACMTA 07-Los Angeles	<b>Huntington Park Bicycle and Pedestrian Safety and Connectivity Project.</b> The boulevards are located along the length of Gage, Saturn, Florence and Miles Avenues. The pedestrian focus area is on Pacific, Santa Fe, and Florence Avenues in Huntington Park. The project will create a network of four complete streets boulevards with pedestrian safety & Class III bicycle improvements, as well as a downtown pedestrian focus area.  MPO  <u>Outcome/Outputs:</u> Construct 6.3 miles of Class III bike routes, reconstruct 6,250 feet of sidewalk, reconstruct 230 ADA ramps, enhance 13 crosswalks, lighting, benches, trees and trash cans.  (CEQA - CE, 07/06/2021) (NEPA - CE, 5/20/2021)	07-5661 ATP/21-22 PS&E <del>\$288,000</del> 0720000266	2020-21 108-0042 SHA 20.30.720.100	\$288,000
15 \$3,567,000 City of Los Angeles LACMTA 07-Los Angeles	<b>Connecting Canoga Park Through Safety and Urban Cooling Improvements.</b> In the west San Fernando Valley area of Los Angeles - Topanga Canyon Boulevard (west), Cohasset Street (north), Brown's Canyon Wash (east) and Vanowen Street (south). Install 7 miles of pedestrian and cyclist improvements within the heart of the Canoga Park community connecting DAC residents with local destinations and the regional transit & trail system.  Statewide  <u>Outcome/Outputs:</u> Network of pedestrian/cyclist improvements will provide local community members with safer access to eight local schools, businesses, civic institutions, recreational facilities.	07-5862 ATP/21-22 PA&ED <del>\$3,567,000</del> 0721000261	2020-21 108-0890 FTF 20.30.720.100	\$3,567,000
16 \$222,000 Ventura County VCTC 07-Ventura	<b>El Rio Pedestrian Improvement and Safe Route to School Project.</b> Stroube Street from Vineyard Avenue to Rose Avenue, Walnut Street from Vineyard Avenue to Rose Avenue, and Cortez Street from Stroube Street to the Rio Plaza Elementary School. Install sidewalks, curbs, gutters, water-retention areas, curb extensions, RRFBs, and intersection improvements, for SRTS and a disadvantaged community.  Statewide  <u>Outcome/Outputs:</u> The project output will install sidewalks and crosswalk improvements that will provide safety for pedestrians and school children. Curb and gutters will provide a barrier and eliminate mud that pedestrians walk through.  (SB 1 Augmentation)	07-5863 ATP/21-22 PA&ED <del>\$222,000</del> 0721000232	2020-21 108-3290 RMRA 20.30.720.100	\$222,000



**ITEM NO. 3**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

October 19, 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 SOLICIT PROPOSALS FROM QUALIFIED WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL 16**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering firms to investigate the lack of production at Well 16 and generate plans, specifications and engineer's estimate for bidding purposes.

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

Water production Well No. 16 is located on Florence Avenue at Salt Lake Avenue. The current set up is antiquated and the booster station's pump and electrical components need upgrades. The booster station currently consists of one 25 Horse Power (HP) split case booster pump and one 75 HP booster pump. The existing pumps currently do not operate in an effective or efficient manner. The pump control system is antiquated, which makes servicing the equipment difficult and costly, and replacement parts are no longer available. A pump and sand test were recently performed at Well No. 16, which identified a reduced flow that limits the sand content produced at the site. The flow is currently being reduced by placing back pressure on the pump to limit the flow from the well, which is effective, though is not considered a long-term viable solution due to the consumption of energy.

For the above-mentioned reasons, City staff is requesting authorization to engage consultants to perform water engineering and specifically well treatment related services to develop a solution to mitigating the loss in the well's water productivity. The scope of work includes preparing environmental investigative reports in preparation for the design of Plans, Specifications and Estimate (PS&E). The analysis produces a constructability review, which assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail and budget. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation

## **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL 16**

October 19, 2021

Page 2 of 3

requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

Engineering support from an outside consulting firm with expertise in water is necessary to accomplish the design of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	October 22, 2021
WELL NO. 16 SITE VISIT (MANDATORY)	November 5, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 10, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 15, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 22, 2021
TENTATIVE CITY COUNCIL AWARD DATE	December 1, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 13, 2021

### **LEGAL REQUIREMENT**

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

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

### **FISCAL IMPACT/FINANCING**



**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED  
WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN  
ENHANCEMENTS AT WELL 16**

October 19, 2021

Page 3 of 3

Project funding will utilize Account No. 681-8030-461.43-30 (Maintenance of Wells).  
Current balance is \$336,830.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

A. Upgrade design of Well No. 16 RFP



## **ATTACHMENT A**





**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Services for  
Water Engineering Design Services of Well No. 16  
Florence Avenue at Salt Lake Avenue**

**PROPOSAL DUE DATE: NOVEMBER 22, 2021 AT 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpca.gov](mailto:croldan@hpca.gov)



## Table of Contents

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

### **1. INTRODUCTION**

The City of Huntington Park (City) seeks the services of a water engineering firm to provide services necessary to analyze, investigate, design and make recommendations to implement potential upgrades to the City Well No. 16 and pumping station. At the present time, the City wishes to evaluate, redesign and upgrade the existing well and pump station. The engineering firm will evaluate the existing well configuration and operation of the system and propose upgrades. The selected firm will work closely with City's consultant staff members that oversee the operation and maintenance of the water system. The selected firm will be expected to evaluate the existing well and pump station, and subsequently provide recommendations. The selected firm will be expected to investigate and analyze the system and provide recommendations that will ultimately lead to Plans, Specifications and Estimate to construct the improvement project. The City is seeking a consultant whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

### **2. OVERVIEW**

Water production Well No. 16 is located on Florence Avenue at Salt Lake Avenue. The current set up is antiquated and the booster station's pump and electrical components need upgrades. The booster station currently consists of one 25 Horse Power (HP) split case booster pump and one 75 HP booster pump. The existing pumps currently do not operate in an effective or efficient manner. The pump control system is antiquated, which makes servicing the equipment difficult and costly, and replacement parts are no longer available. A pump and sand test were recently performed at Well No. 16, which identified a reduced flow that limits the sand content produced at the site. The flow is currently being reduced by placing back pressure on the pump to limit the flow from the well, which is effective, though is not considered a long-term viable solution due to the consumption of energy.

All services provided by the consultant shall be performed by individuals that meet the qualifications, education and certification licensing requirements to complete the analysis and design. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

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

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified water engineering designers that have demonstrated

experience with water wells. The Contractor shall also have the ability to troubleshoot and diagnose problems with the well's operation system.

**A. Tasks –**

- RFP requirement:
  - A Letter of Introduction to include its understanding of the scope of services.
  - The firm's approach to delivering the scope of services.
  - Brief company profile and number of years the firm has been in business.
  - Location of principal office that will be responsible for the implementation of this contract.
  - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
  - Cost Proposal (including hourly rate) for Services.
  - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
  - Include any critical paths for timely and competent completion of all work contemplated under this RFP.
  - Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions.
  - Conduct scoping meeting with City to discuss any deviation from initial tasks.
  - Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable.

**PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:**

- Provide a detailed well and pump station condition assessment including:
  - Evaluation of the existing pumping system with regards to overall effectiveness, regulatory requirements, O & M cost, and source utilization.
  - Water source evaluation, including potential yield.
  - Disinfection system evaluation.
  - Evaluation of the existing well and collector configuration.



**Water Engineering Design Services of Well No. 16**

- Provide detailed engineering recommendations for the upgrade of the well and pump station including but not limited to:
  - Specific recommendations for pump configuration and sizing as needed to utilize the source water completely.
  - Specific recommendations for the operation and control of the pump, including VFD design, instrumentation and controls
  - Review SCADA integration in order to optimize the existing system
  - Specific recommendations for the water delivery system in order to optimize the systems efficiency
  - Detailed cost estimates for the design and construction of the recommended improvements. •
  - Development of detailed conceptual drawings for the improvements to the well and pump station.
  - Development of construction contract documents and drawings for the well and pump station improvements.
  - All work on this project must be completed in accordance with State of California Environmental Quality Act.
  - Utilizing applicable water works standards in line with the State of California Water Board and all additional relevant standards.
  - Consultant must inform the City of all applicable local, state and federal permit requirements.

**4. KEY PERSONNEL**

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

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

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

**6. INSURANCE REQUIREMENTS**

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

## **7. EVALUATION CRITERIA**

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

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

## **8. SELECTION PROCESS**

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

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.
  - Cost – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.

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

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

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

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

**Consultant's Background:** Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

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

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

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

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

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

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

#### 10. FEE

The Fee Schedule/Cost Proposal (Attachment 4) shall be delivered in a separate sealed envelope which is plainly marked on the outside **"Professional Services for Water Engineering Design Services of Well No. 16"** and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

#### 11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpca.gov](mailto:croldan@hpca.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, NOVEMBER 10, 2021**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **5:00 PM, NOVEMBER 15, 2021**. Responses to the Questions will be emailed to every individual that has downloaded the RFP directly from the City's website.

#### **12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, NOVEMBER 22, 2021** to:

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

Late proposals will not be accepted.

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

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

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

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

#### **ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	October 22, 2021
WELL NO. 16 SITE VISIT (MANDATORY)	November 5, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 10, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 15, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 22, 2021
TENTATIVE CITY COUNCIL AWARD DATE	December 1, 2021
APPROXIMATE NOTICE TO PROCEED DATE	December 13, 2021

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



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

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

**RECITALS**

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

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

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

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

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

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

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



I.  
ENGAGEMENT TERMS

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



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

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

II.  
PERFORMANCE OF AGREEMENT

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

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

**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

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

III.  
INDEPENDENT CONTRACTOR

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

IV.  
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.  
**INDEMNIFICATION**

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



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

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

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

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

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

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

VI.  
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VII.  
MISCELLANEOUS PROVISIONS

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

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

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

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

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

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

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

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

- 7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.



- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
  - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
  - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

**[NAME OF CONSULTANT]**

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

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

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

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

**APPROVED AS TO FORM:**

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

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

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



Office of the City Clerk

**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

**Certificate Holder:**

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

**Acceptability of Insurers:**

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (mm/dd/yyyy)

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

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

<b>PRODUCER</b> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Agent or Broker Name &amp; Address </div>	<b>CONTACT</b> NAME: _____ PHONE: _____ FAX: _____ E-MAIL: _____ ADDRESS: _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAME</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAME	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**INSURED**  

Insured Name & Address

Insurance Company Name(s)

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																						
<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 10%;">TYPE</th> <th style="width: 40%;">TYPE OF INSURANCE</th> <th style="width: 10%;">POLICY NO.</th> <th style="width: 20%;">POLICY PERIOD</th> <th style="width: 20%;">LIMITS</th> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: top;"> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR    <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER:  POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC  OTHER: _____ </td> <td> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED  <input type="checkbox"/> AUTO ONLY  <input type="checkbox"/> HIRED  <input type="checkbox"/> AUTO ONLY  <input type="checkbox"/> SCHEDULED  <input type="checkbox"/> AUTOS  <input type="checkbox"/> NON-OWNED  <input type="checkbox"/> AUTOS ONLY </td> <td> Policy Number </td> <td> Current Policy Period </td> <td> EACH OCCURRENCE  DAMAGE TO RENTED  CONSTRUCTION EQUIPMENT  MED EXP (any one person)  PERSONAL &amp; ADV INJURY  GENERAL AGGREGATE  PRODUCTS, COMPOD AGG </td> </tr> <tr> <td> <input type="checkbox"/> UMBRELLA LIAB  <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> DED  <input type="checkbox"/> INTENTIONAL </td> <td> <input type="checkbox"/> CLAIMS-MADE </td> <td> Policy Number </td> <td> Current Policy Period </td> <td> COMBINED SINGLE LIMIT  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE  (Per accident)  EACH OCCURRENCE  AGGREGATE </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANY PROPRIETARY CONTRACTORS/INDEPENDENT CONTRACTORS EXCLUDED BY DISCLOSURE IN 1000  <input type="checkbox"/> YES <input type="checkbox"/> NO </td> <td> Policy Number </td> <td> Current Policy Period </td> <td> EEL EACH ACCIDENT  EEL DISEASE - EA EMPLOYEE  EEL DISEASE - POLICY LIMIT </td> </tr> </table>	TYPE	TYPE OF INSURANCE	POLICY NO.	POLICY PERIOD	LIMITS	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO RENTED CONSTRUCTION EQUIPMENT MED EXP (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS, COMPOD AGG	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> INTENTIONAL	<input type="checkbox"/> CLAIMS-MADE	Policy Number	Current Policy Period	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETARY CONTRACTORS/INDEPENDENT CONTRACTORS EXCLUDED BY DISCLOSURE IN 1000 <input type="checkbox"/> YES <input type="checkbox"/> NO		Policy Number	Current Policy Period	EEL EACH ACCIDENT EEL DISEASE - EA EMPLOYEE EEL DISEASE - POLICY LIMIT		
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Must mark either a "CO" or "OC"

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

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

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

**CERTIFICATE HOLDER**  

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

**CANCELLATION**  

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

AUTHORIZED REPRESENTATIVE:

**SIGNATURE**

ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD      © 1998-2015 ACORD CORPORATION. All rights reserved.

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

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 12 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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



**ITEM NO. 4**





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

October 19, 2021

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

Dear Mayor and Members of the City Council:

**PUBLIC HEARING 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 UNDERGROUND UTILITY DISTRICT XX**

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

1. Open the public hearing and hear objections or protests, if any, to the proposed formation of the Rule 20A Underground Utility District project on Bickett Street, north of Slauson Avenue;
2. Close the public hearing; and
3. Adopt Resolution No. 2021-30 declaring the formation of Underground Utility District No. XX.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 21, 2021, the City Council approved Resolution 2021-25, which ordered a public hearing on October 19, 2021 to declare its intention to form an underground utility district. Southern California Edison (SCE) provided an initial assessment for undergrounding the utilities on Bickett Street, north of Slauson Avenue. Staff published a notice of this public hearing in the local newspaper on September 25, 2021. Staff has also sent letters to specific property owners impacted by the potential establishment of the district.

An underground utility district will be established via the adoption of this 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. Staff presented information on the current level of Rule 20A funding available for undergrounding projects and recommended that the City Council direct staff to move forward with adopting the resolution to underground Bickett Street, north of Slauson Avenue. In addition, staff provided a list of other corridors to be considered for future

**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**

October 19, 2021

Page 2 of 3

undergrounding at the October 5, 2021 City Council meeting, as well as priority criterion by which those additional projects may be ranked.

Staff recommends the City Council adopt the resolution establishing the undergrounding district. Following the establishment of the underground district, staff will begin coordination with SCE to design the undergrounding and associated infrastructure project.

**LEGAL REQUIREMENT**

Undergrounding of utilities is consistent with the City of Huntington Park Municipal Code Title 7 Public Works, Chapter 7 Utilities; Conversion of Overhead Lines, Section 7-7.03, the City's General Plan and California Streets and Highways Code Sections 5896.1 et seq. These codes authorize the City Council to initiate proceedings for the creation of Underground Utility Districts.

Establishing an underground district will compel SCE to move forward with the design and ultimate construction of the project that has been preliminarily reviewed by its underground specialist. Establishing a new undergrounding district will protect the city's allocations from being diverted to other jurisdictions.

**ENVIRONMENTAL**

The City as the lead agency under CEQA, has determined that the proposed improvements on Bickett Street, north of Slauson Avenue and the formation of an Underground Utility District is categorically exempt, under Section 15302(d), from environmental review pursuant to the California Environmental Quality Act.

**FISCAL IMPACT/FINANCING**

Establishing utility underground districts has no impact on City resources, though preserves \$800,000 in Rule 20A credits. 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. 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.

**CONCLUSION**

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

Respectfully submitted,

**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**

October 19, 2021

Page 3 of 3



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

A. Resolution 2021-30



## **ATTACHMENT A**





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1 associated service, within that certain area of the City described as follows: Bickett  
2 Street, north of Slauson Avenue; and

3 **WHEREAS**, by the aforementioned section of the City's Municipal Code, and  
4 per the direction from City Council at the regularly scheduled meeting of September  
5 21, 2021, the City Clerk notified all affected property owners by mail of the time and  
6 place of the public hearing to determine whether to form an underground utility district;  
and

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

9 **WHEREAS**, the City Council held a public hearing at which time the City  
10 Council did receive and consider the recommendation from staff and did hear any and  
11 all objections or protests that were raised by the owners of property within the above  
described district pertaining to designating this area an underground utility district.

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

14 **SECTION 1.** The public interest requires the removal of all existing utility poles  
15 [excepting those poles supporting streetlights or traffic signals], overhead wires and  
16 associated overhead structures and installation of underground wires and facilities for  
17 supplying electric power, communication, or similar associated services within the area  
being designated as Underground Utility District 14.

18 **SECTION 2.** That SCE will coordinate with cable television services and other  
19 affected services and shall commence work on the design to underground facility  
20 installation in the Underground Utility District 14 and that as each phase of the project is  
21 complete and ready for conversion from overhead to underground utility facilities, all  
22 fronting property owners shall be notified by first class letter, postage pre-paid, of the  
schedule for conversion of all utility service lines.

23 **SECTION 3.** Be it further resolved and ordered, that any and all actions, whether  
24 previously or subsequently taken by the City, which are consistent with the intent and  
25 purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified,  
26 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 19<sup>th</sup> day of October 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 19<sup>th</sup> day of October 2021.

Graciela Ortiz, Mayor

Ayes: \_\_\_\_\_

Noes:

**Abstained:**

Absent:

**ATTEST:**

**Sergio Infanzon**  
**Acting City Clerk**



**ITEM NO. 5**





# CITY OF HUNTINGTON PARK

Department of Parks and Recreation  
City Council Agenda Report

October 19, 2021

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

Dear Mayor and Members of the City Council:

## **AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HUNTINGTON PARK 2021 HOLIDAY PARADE**

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

1. Authorize and ratify the expenditures in a not-to-exceed amount of \$60,000 for TV production, TV Broadcasting and Parade Security for the 2021 Holiday Parade.
2. Authorize the City Manager to enter into a 3-year agreement with Magnolia Street Productions for the 2021, 2022 and 2023 Holiday Parades if mutually agreed upon by the City and Magnolia Street Productions.

### **HOLIDAY PARADE MEDIA PRODUCTION:**

The annual Holiday Parade has been a part of the City of Huntington Park for over sixty-nine years, and continues to be a traditional holiday event that the community looks forward to. The parade has been estimated to attract over 15,000 attendees and continues to grow with each passing year. This year, the Parade will take place on Saturday December 11, 2021 from 6:00 p.m. – 8:00 p.m. The costs associated with the media production and security are outlined below:

**TV Production services and closed captioning:** A private contractor is necessary in order to oversee the filming, production and closed captioning required for the parade to be televised. Staff made attempts to contact four production contractors to submit quotes and was only successful in obtaining one from Magnolia Street Productions, whom is available to provide the services and has experience with parade productions. The cost to produce the Annual Holiday Parade is \$13,273.60. The Holiday Parade Committee recommends this contractor as this is all inclusive of producing, directing, lighting, sound engineering, technical support, set up, announcer, 8 cameras, On Air

AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE  
HUNTINGTON PARK 2021 HOLIDAY PARADE

October 19, 2021

Page 3 of 3

Hosts, 1 Field Reporter, Post Production services and editing as well as delivery of digital format for television broadcasting, 3 complete show recordings and a duplicate recording for website upload. Magnolia Street Productions has offered a 1-year or 3-year agreement at the locked in 2021 rate of \$13,273.60.

**TV Broadcasting air time and live streaming:** In order to televise the Holiday Parade and ensure it caters to a large viewer population within and outside the City of Huntington Park, it required identifying well known broadcasting stations. Staff reached out to three television stations (ABC7, KTLA5 and KVEA) and received various quotes offering available air time, talent and promotions.

Television Station	ABC 7	KTLA 5	NBC Universal Channel 52
Package details	No response back. Multiple attempts made.	1-hour broadcast and;  KTLA to produce a two-minute segment promoting the parade and will air it on "LA Unscripted" the week of 12/13-12/19 and;  One promotional airing on the day news.	1-hour broadcast
Date/Time		Dec. 19, 2021 From 1:00 p.m. – 2:00 p.m.	Dec. 18, 2021 From 11:00 a.m. – 12:00 p.m.
Cost		Cost: \$12,500	Cost: \$15,000

The Holiday Parade Committee recommends KTLA 5.

**Parade Security:** In order to provide an enjoyable experience for all participants and spectators of the Holiday Parade, it is necessary to obtain security guard services to assist the Huntington Park Police Department in ensuring safety. Staff reached out to three security guard companies and received quotes.

Security Guard Co.	CitiGuard Security	Coldwater Security Services	Ready 24H
Personnel	56 Guards	56 Guards	56 Guards
Time	From 4:00p.m. - 10:00 p.m.	From 4:00 p.m. – 10:00 p.m.	From 4:00 p.m. – 10:00 p.m.
Cost	Cost: \$8,808	Cost: \$8,736	Cost: \$11,616



AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE  
HUNTINGTON PARK 2021 HOLIDAY PARADE

October 19, 2021

Page 3 of 3

The Holiday Parade Committee recommends going with Coldwater Security Services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Holiday Committee has been working diligently to ensure that all aspects are covered and that it is always completed with careful consideration of the costs and expenses associated with it. Therefore, the Committee recommends Magnolia Street Productions, as that is the only production contractor who submitted a quote, is available on our parade date and has a tremendous amount of production experience. The Holiday Committee also recommends KTLA 5, as they have a large viewership and great ratings. Lastly, the Holiday Committee recommends going with Coldwater Security Services as they provided the most reasonable bid and they have significant experience in security.

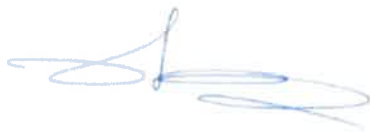
**FISCAL IMPACT/FINANCING**

Funding for the 2021 Holiday Parade was approved in the City's FY 2021-2022 Adopted Budget under account #111-6010-483.55-35


**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CYNTHIA NORZAGARAY  
Director of Parks and Recreation



**ITEM NO. 6**





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

October 19, 2021

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

Dear Mayor and Members of the City Council:

**APPROVE THE PURCHASE OF PUBLIC SAFETY SUITE PRO SOFTWARE TO COMPLY WITH THE MANDATES OF ASSEMBLY BILL 953; FINALIZE THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES LLC; AND, EXECUTE THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF JUSTICE**

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

1. Approve the purchase of Public Safety Suite Pro from CentralSquare Technologies LLC, a one application software consisting of Computer-Aided Dispatch System, Records Management System, Mobile Records, Property, and Field-Based Reporting System, in the amount of \$233,757.08; and
2. Approve for CentralSquare Technologies to receive \$147,599.50 in grant funding awarded directly to CentralSquare Technologies LLC, on behalf of the City of Huntington Park for the implementation and completion of this project; and
3. Appropriate an amount of \$86,158 from the City's General Fund Account Number 111-7010-421.74-10 to close the non-grant funding financial gap of the overall cost of this project and apply for reimbursement from the City's allocated American Rescue Plan Funds; and
4. Authorize the City Manager to execute the agreement with the California Department of Justice and the Chief of Police to complete the project.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

CentralSquare Technologies LLC (CentralSquare), currently provides the police department's Computer-Aided Dispatch System (CAD), Record Management System (RMS) and Field-Based Reporting System (FBR) computer software. Due to two new mandated reporting policies from the Federal Bureau of Investigation (FBI) and the Department of Justice (DOJ), the current software system must be upgraded to be conform and comply with the reporting policies and mandates.

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Page 2 of 2

On June 10, 2016, the Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) Program informed all states that the FBI will transition to a National Incident-Based Reporting System (NIBRS) - only data collection by January 1, 2021. If agencies are unable to transition to NIBRS reporting by January 1, 2021, agencies will be mandated to collaborate with the FBI Criminal Justice Information Services (CJIS) Division to develop a transition plan and timeline for conversion.

On October 3, 2015, Assembly Bill (AB) 953, better known as the Racial and Identity Profiling Act (RIPA) was approved. AB 953 requires each state and local agency which employs peace officers to annually report to the Attorney General data on all investigative contacts conducted by the agency's peace officers.

The police department's current CAD, RMS, FBR collective system does not have the sophistication and capability to capture the now mandated NIBRS and RIPA data. To be in-compliance with mandated reporting, the current system must be upgraded. CentralSquare's Public Safety Suite Pro is a proprietary, all inclusive - one software, application with all necessary products built-in to meet the daily demands of the police department in this area of operations.

Under the terms of the California Rapid Deployment Model for NIBRS/CIBRS Transition Agency Letter of Commitment/Participation Agreement, the police department will contract directly with CentralSquare and will monitor the work progress. Moreover, the police department will be required to sign-off on the work completed by CentralSquare at the conclusion of the project.

**FISCAL IMPACT/FINANCING**

The original cost of this project was determined to be \$314,378.45. CentralSquare provided an existing client loyalty discount of \$80,621.37, bringing the total cost for the purchase of the Public Safety Suite Pro software to \$233,757.08. CentralSquare was awarded \$147,599.50 in grant funding from the Integrated Justice Information Systems (IJIS) Institute to assist Huntington Park Police Department in becoming NIBRS compliant. CentralSquare will be the recipient of the grant funds and will invoice IJIS directly in the amount of \$147,599.50 to cover, in part, the cost of the project.

The total fiscal impact to the City for this requested expenditure is \$86,157.58, which is necessary to close the non-grant funding financial gap of the overall cost of this project. The amount due upon execution of this contract is \$43,078.79 with the remaining balance of \$43,078.79 due upon completion of the project, which is anticipated from nine to twelve months. It is recommended that the City Council approve the following appropriation.

<b>Fiscal Impact Funding Source</b>	<b>Account Number</b>	<b>Amount</b>
Police Capital Assets	111-7010-421.74-10	\$ 86,158
<b>Total</b>		<b>\$ 86,158</b>

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Page 2 of 2

**CONTRACTING PROCESS**

CentralSquare is the current contracted service provider for the police department's collective public safety RMS, CAD, FBR system. It is recommended that CentralSquare be considered as the single source option for the described upgrade, for these reasons;

1. The proposed Public Safety Suite Pro software is proprietary to CentralSquare and is compatible with the current software; and
2. CentralSquare is receiving direct grant funding on behalf of the City of Huntington Park, which represents a significant cost savings; and
3. Should the City wish to consider a third-party product, the City would not be able to leverage the existing client discount or the grant funds already awarded to CentralSquare on behalf of the City of Huntington Park.

**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**COSME LOZANO**  
Chief of Police

**ATTACHMENT(S)**

- A. Proposal from CentralSquare Technologies, LLC
- B. Assembly Bill 953
- C. Letter from FBI (NIBRS)
- D. IJIS Award (email)
- E. Agency Letter of Commitment / Participation Agreement





## **ATTACHMENT A**



# **Software License and Service Agreement**

**Huntington Park Police Department**

This Software License and Service Agreement (this "Agreement") entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Huntington Park Police Department ("Customer"), having its principal place of business at 6542 Miles Avenue Huntington Park, CA 90255, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

WHEREAS, Customer entered into a prior agreement for Software products with Vision Software, Inc. ("Vision"), whose successor in interests is TriTech Software Systems ("TriTech"); and

WHEREAS, Customer is a currently licensed end user of the Vision Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all TriTech products, services, and contractual obligations, including those of TriTech's subsidiaries; and

WHEREAS, Customer desires to discontinue use of the Vision solution and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Vision and TriTech products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## 1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in 1.0, *Exhibits and Order of Precedence*.

## 2.0 License

### 2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

### 2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

### 2.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

### 2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## **3.0 Delivery, Fees and Payments**

### **3.1 Delivery of Software to Customer**

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

### **3.2 Delivery of Server Hardware to Customer**

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

### **3.3 Delivery of Services to Customer**

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

### **3.4 Fees**

Customer will pay CentralSquare the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

### **3.5 Late Payment**

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

### **3.6 Software Acceptance**

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

### **3.7 Hardware Acceptance**

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

### **3.8 Additional Components**

Other components (hardware and/or software, collectively “Third-Party Components”) may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

### **3.9 Third-Party Costs**

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

## **4.0 Rights and Obligations**

### **4.1 Proprietary Rights**

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

## 4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

## 4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable



CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

#### **4.4 Termination for Breach**

CentralSquare may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

#### **4.5 Non-Confidential Information**

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

#### **4.6 Limited Warranties**

##### **4.6.1 Software Warranties**

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the CentralSquare Software will perform in conformance with the CentralSquare Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. CentralSquare's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event CentralSquare fails to remedy material defects in the Software under this warranty, Customer's sole remedy and CentralSquare's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

##### **4.6.1.1 Wireless Service Limitations**

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

#### **4.6.2 Hardware and Third-Party Software Warranties**

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

**CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **4.7 Legal Relationship**

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

#### **4.8 Insurance Provision**

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

### **5.0 Indemnification and Limitation of Liability**

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this

Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

**IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **6.0 Termination**

### **6.1 By CentralSquare for Cause**

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under California State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

### **6.2 By Customer for Cause**

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good

faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

### **6.3 Termination without Cause**

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

### **6.4 Post-Termination Obligations**

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

## **7.0 Customer Responsibilities**

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

### **7.1 Delivery**

Upon notice to Customer that the Software and Hardware is ready to be delivered, Customer shall ensure that personnel are available to receive Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

## **8.0 Miscellaneous**

### **8.1 Force Majeure**

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

## **8.2 Governing Law**

This Agreement and performance hereunder shall be governed by the law of the State of California, without giving effect to the principles of conflict of law of such state or international treaties.

## **8.3 Forum Selection**

The Parties hereby submit to the exclusive jurisdiction and venue of California state, or federal courts with respect to any action between the Parties relating to this Agreement.

## **8.4 Assignment**

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

## **8.5 Notice**

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

## **8.6 Survival**

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

## **8.7 No Waiver**

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

## **8.8 Enforceability**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

## **8.9 Remedies**

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

## **8.10 Headings**

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

## **8.11 No Third-Party Beneficiaries**

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

## **8.12 Limitation of Actions**

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

## **8.13 Taxes**

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

## **8.14 Non-Discrimination**

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

## **8.15 Change Orders**

Change orders and out-of-scope work will be defined by written agreement.



## 8.16 Cooperative Purchasing

The parties agree that other public entities within the Customer's home State may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, Payment Terms, and System Acceptance. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

## 8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

## 9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by

CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

**EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.**

***Huntington Park Police Department***

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

***CentralSquare Technologies, LLC***

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



## Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

### 1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

<b>Pro Suite Base</b>	<ul style="list-style-type: none"><li>• Operating system software</li><li>• Database software</li><li>• Master name index</li><li>• Master address index</li><li>• Master vehicle index</li></ul>	<ul style="list-style-type: none"><li>• Secure intra-Customer messaging</li><li>• Configurable dashboard</li><li>• Web address links</li><li>• No duplicate data entry</li><li>• Authentication</li></ul>
<b>CAD (Core)</b>	<ul style="list-style-type: none"><li>• Command-line entry</li><li>• Bulletins</li><li>• Configurable CAD Windows</li><li>• Inactivity Alarms</li><li>• Rip and Run</li><li>• Full audit trail</li></ul>	<ul style="list-style-type: none"><li>• Command Log</li><li>• Triple I</li><li>• Custom CAD Commands</li><li>• Unit Alarms</li><li>• ANI/ALI</li></ul>
<b>CAD (Advanced)</b>	<ul style="list-style-type: none"><li>• Alarm Billing</li><li>• Alarm Calls</li><li>• Nurse Calls</li><li>• Scheduled and Recurring Scheduled Calls</li><li>• Tow Calls</li><li>• Custom Forms</li></ul>	<ul style="list-style-type: none"><li>• NCIC Automation</li><li>• Basic Paging</li><li>• Run Cards and Unit Recommendation</li><li>• Unit Specialties</li><li>• Web windows</li></ul>

<b>Mapping (Core) – Server Based</b>	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Drag and drop commands</li> <li>• Visual status alerts</li> <li>• User-configurable map layers</li> <li>• GIS functions with map window closed</li> </ul>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Call for service click-through</li> <li>• Custom map markers</li> <li>• Address verification</li> <li>• Faster map functions (compared with non-server version)</li> <li>• Required for 15 or more AVL units</li> </ul>
<b>Mobile Core</b>	<ul style="list-style-type: none"> <li>• Grants access to the CentralSquare Mobile application</li> </ul>	
<b>Mobile CAD</b>	<ul style="list-style-type: none"> <li>• User-configurable layouts</li> <li>• Day/Night mode</li> <li>• Instant messaging</li> </ul>	<ul style="list-style-type: none"> <li>• Silent dispatch</li> <li>• Bulletins/BOLOS</li> <li>• NCIC queries</li> </ul>
<b>Mobile Mapping</b>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Map Markers</li> <li>• Visual status alerts</li> </ul>	<ul style="list-style-type: none"> <li>• User configurable map layers</li> <li>• Route from current location to CFS location</li> </ul>
<b>Mobile Records</b>	<ul style="list-style-type: none"> <li>• Cases</li> <li>• Warrants</li> </ul>	<ul style="list-style-type: none"> <li>• Master index access (including mug shots and alerts)</li> </ul>
<b>Personnel (Core)</b>	<ul style="list-style-type: none"> <li>• Personnel Log</li> </ul>	<ul style="list-style-type: none"> <li>• Full audit trail</li> </ul>
<b>Personnel (Advanced)</b>	<ul style="list-style-type: none"> <li>• Commendations</li> <li>• Disciplinary Actions</li> <li>• Positions</li> <li>• Promotions</li> </ul>	<ul style="list-style-type: none"> <li>• Service History</li> <li>• Training</li> <li>• Citizen Feedback</li> </ul>

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**Records (Core)**

- Case Reports
- NIBRS/UCR Submission
- Master Record Notes
- Protection Orders
- Warrants
- Juvenile Referral List
- Pawn Property
- Pistol Permits
- Sex Offenders
- Full audit trail

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**Records (Advanced)**

- Field Identifications
- Expungement
- Intelligence Cases
- Investigative Leads
- Form Requirements
- Tow Calls
- Bicycle Registrations
- Parking Tickets
- Custom Forms

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**Reporting (Core)**

- Pre-defined reports
- Custom reports
- Ad-hoc reports
- Drag and drop report building
- Export to PDF, XLS, XML, TXT
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Emailed reports

## 1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

## Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

### **1.1.1 CAD – Basic Paging Interface (SMTP/Email) (Export)**

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

*Customer is responsible for configuring paging groups, templates, and trigger events for this interface.*

### **1.1.2 CAD – E911 (ANI/ALI) Interface (Import)**

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

*Customer is responsible for ensuring that:*

- (a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.*
- (b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.*
- (c) ALI data meets NENA standards*

### **1.1.3 CAD – Rip and Run Interface (Fax/Email)**

This is a one-way interface from CentralSquare CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

*Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.*

### **1.1.4 Records – CA Crime Reporting (NIBRS) Interface**

This is a one-way interface from CentralSquare Records to CA NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

### **1.1.5 Records – CALPHOTO DL Photo Interface (Import)**

This is a one-way interface from CALPHOTO to CS Pro Records to import drivers license photos. When a DL is scanned as part of an arrest process (or some other process involving a master name record in Records), Records sends a query to CALPHOTO with the DL data. If CALPHOTO has a DL photo associated with that data, it is returned to Records for comparison with the physical drivers license.

### **1.1.6 Records – Crossroads Accident Report Interface (Import)**

This is a one-way interface from Crossroads Accident Report to CS Records Pro. Crossroads will export Accident Report data as XML to a file share hosted by Customer using the CS Pro XML schema for the exported Accident Report data. Accident Report data will be imported into CS Records Pro via a process which requires review and approval of each Accident Report by a user before the Accident Report data is saved to the master citations list in Records.

### **1.1.7 Records – Crossroads eCitations Interface (Import)**

This is a one-way interface from Crossroads eCitations to CS Records Pro. Crossroads will export eCitations data as XML

to a file share hosted by Customer using the CS Pro XML schema for the exported eCitations data. eCitations data will be imported into CS Records Pro via a process which requires review and approval of each eCitation by a user before the eCitations data is saved to the master citations list in Records.

#### **1.1.8 Records – NDEx Adapter (IA IEPD) (Export)**

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

#### **1.1.9 Pro Suite – JDIC/NCIC Interface (Basic Queries)**

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: DQ (Driver's License), RQ (Vehicle Registration), QB (Boat), QA (Article), QG (Gun), and Driver History. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

*Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.*

#### **1.1.10 Pro Suite – Time Synchronization Interface**

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

## **1.2 Data Conversion**

CentralSquare will provide data conversion services for Customer's current GIS map data.

#### **1.2.1 One-time GIS Data Set Up**

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

*A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.*

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

## **2.0 Customer Hardware, Network and Power Requirements**

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

## **2.1 Server Hardware**

1. Two (2) rack-mount servers will be provided by CentralSquare as part of this agreement.
2. They will be configured as CentralSquare Suite Servers as follows:
  - (a) One (1) Production Server with Lantronix remote access device
  - (b) One (1) Testing/Training server
3. The servers will be installed at Huntington Park Police Department.
4. In addition to the standard CentralSquare Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
  - (a) One (1) virtual NCIC server (message switch)
  - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

## **2.2 Production and Testing/Training Server Network Requirements**

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

## **2.3 Production and Testing/Training Server Power Requirements**

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

## 3.0 Services

### 3.1 Project Management

#### 3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

##### 3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
  - (a) Module Subject Matter Experts (SMEs)
  - (b) Hardware Project Manager
  - (c) CentralSquare Build Team Members
  - (d) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

#### 3.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members

will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

## **3.2 Implementation Process Overview**

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

### **3.2.1 Kickoff Meeting**

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

### **3.2.2 Business Practice Review**

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the software. All product needs and requests are reviewed, and the CentralSquare project team documents the Region's configuration selection in the Configuration Workbook.

### **3.2.3 Configuration, Conversion, Interfaces and Enhancements**

After the kickoff meeting, work begins on the configuration, data conversions, and interfaces.

#### **3.2.3.1 Configuration**

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

#### **3.2.3.2 GIS Data Conversion**

See *Exhibit A: Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

#### **3.2.3.3 Interfaces**

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

*CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.*

### **3.2.4 Final System Review**

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.



### **3.2.5 Train-the-Trainer and/or End User Training**

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

### **3.2.6 Go Live**

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

### **3.2.7 Software Acceptance**

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Support Addendum*.

### **3.2.8 Hardware Acceptance**

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

## **3.3 Training and Go Live Support**

### **3.3.1 Training**

CentralSquare staff will provide for remote training.

#### **3.3.1.1 System Configuration and Training**

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

#### **3.3.1.2 Train-the-Trainer and/or End User Training**

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

### **3.3.2 Training Resources**

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

#### **3.3.2.1 Instructor Resources**

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested

4. One (1) podium or desk for Instructor

#### **3.3.2.2 Trainee Resources**

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

#### **3.3.3 Go Live Support**

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

## Exhibit B: Pricing Detail

Quote #: Q-64774

Primary Quoted Solution: PSJ Pro

Quote expires on: October 14, 2021

Quote prepared for:

Karen TruongHuntington Park Police Department

6542 Miles AvenueHuntington Park, CA 90255

(323) 826-6649

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

### WHAT SOFTWARE IS INCLUDED?

#### SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Esri Server License Fee	1	4,999.88	4,999.88
PS Pro Production GIS Virtual Server License Fee	1	0.00	0.00
PS Pro Production NCIC Virtual Server License Fee	1	0.00	0.00
Software Total			4,999.88 USD

#### CAD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CAD PS Pro Advanced (Agency Site License) License Fee	1	3,750.09	- 1,593.75	2,156.34
CAD PS Pro Advanced (Backup Seat License) License Fee	1	0.00	- 0.00	0.00
CAD PS Pro Basic Paging (SMTP/Email) Interface License Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core (Agency Site License) License Fee	1	11,250.28	- 4,781.25	6,469.03
CAD PS Pro Core (Backup Seat License) License Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core License Fee	1	15,000.38	- 6,375.00	8,625.38
CAD PS Pro E911 (ANI/ALI) Interface License Fee	1	0.00	- 0.00	0.00

CAD PS Pro Rip and Run (Fax/Email) Interface License Fee	1	0.00	- 0.00	0.00
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<b>Software Subtotal</b>	30,000.75 USD
<b>Discount</b>	- 12,750.00 USD
<b>Software Total</b>	17,250.75 USD

## MAPPING

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations License Fee	1	4,999.95	- 2,050.00	2,949.95
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations License Fee	1	750.30	- 0.00	750.30
Mapping PS Pro Core License Fee	1	9,999.90	- 4,100.00	5,899.90

<b>Software Subtotal</b>	15,750.15 USD
<b>Discount</b>	- 6,150.00 USD
<b>Software Total</b>	9,600.15 USD

## MOBILE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mobile PS Pro CAD License Fee	18	450.01	- 3,442.50	4,657.70
Mobile PS Pro Core License Fee	1	5,000.13	- 2,125.00	2,875.13
Mobile PS Pro Mapping License Fee	18	550.01	- 0.00	9,900.20
Mobile PS Pro NCIC License Fee	18	0.00	- 0.00	0.00
Mobile PS Pro Records License Fee	18	950.02	- 7,267.50	9,832.93

<b>Software Subtotal</b>	40,100.96 USD
<b>Discount</b>	- 12,835.00 USD
<b>Software Total</b>	27,265.96 USD

## PERSONNEL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Personnel PS Pro Advanced (Agency Site License) License Fee	1	2,301.06	- 977.92	1,323.14
Personnel PS Pro Core (Agency Site License) License Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core License Fee	1	0.00	- 0.00	0.00

<b>Software Subtotal</b>	2,301.06 USD
<b>Discount</b>	- 977.92 USD

**Software Total** 1,323.14 USD

**RECORDS**

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Records PS Pro Advanced (Agency Site License) License Fee	1	6,700.17	- 2,847.50	3,852.67
Records PS Pro CA Crime Reporting (NIBRS) Interface License Fee	1	0.00	- 0.00	0.00
Records PS Pro CALPHOTO DL Photo Interface (Import) License Fee	1	14,999.10	- 6,375.00	8,624.10
Records PS Pro Core (Agency Site License) License Fee	1	20,100.50	- 8,542.50	11,558.00
Records PS Pro Core License Fee	1	7,500.19	- 3,187.50	4,312.69
Records PS Pro Crossroads AR Interface (Import) License Fee	1	15,000.38	- 6,375.00	8,625.38
Records PS Pro Crossroads eCites Interface (Import) License Fee	1	15,000.38	- 6,375.00	8,625.38
Records PS Pro NDEX Adapter (IA IEPD) License Fee	1	0.00	- 0.00	0.00

**Software Subtotal**
**Discount** 79,300.72 USD  
**Software Total** - 33,702.50 USD  
45,598.22 USD

**SUITE**

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro JDIC/NCIC Interface (Basic Queries) License Fee	1	21,999.62	21,999.62
PS Pro Reporting Core License Fee	1	0.00	0.00
PS Pro Reporting Universal Interface Engine License Fee	1	0.00	0.00
PS Pro Time Synchronization Interface License Fee	1	0.00	0.00

**Software Total** 21,999.62 USD

## SOFTWARE SUMMARY

<b>Software Subtotal</b>	194,453.14	USD
<b>Software Discount</b>	- 66,415.42	USD
<b>Software Total</b>	<b>128,037.72</b>	<b>USD</b>

## WHAT SERVICES ARE INCLUDED?

### SERVICES

DESCRIPTION	TOTAL
Data Conversion - VisionAir CAD	7,500.00
Data Conversion - VisionAir Personnel	3,750.00
Data Conversion - VisionAir RMS	7,500.00
PS Pro Configuration and BPR	13,100.00
PS Pro Go-Live Support	12,950.00
PS Pro One-time GIS Mapping Services	4,500.00
PS Pro Project Management Services	24,712.10
PS Pro Training Services	17,900.00
<b>Services Subtotal</b>	<b>91,912.10</b> USD
<b>Discount</b>	<b>- 14,205.95</b> USD
<b>Services Total</b>	<b>77,706.15</b> USD

## SERVICES SUMMARY

<b>Services Subtotal</b>	91,912.10 USD
<b>Services Discount</b>	- 14,205.95 USD
<b>Services Total</b>	<b>77,706.15</b> USD

## WHAT HARDWARE IS INCLUDED?

### SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Production Server Hardware	1	15,758.31	15,758.31
PS Pro Training/Testing Server Hardware	1	11,331.90	11,331.90
<b>Hardware Total</b>			<b>27,090.21</b> USD

### HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
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Barcode Scanner and Printer  
Pack (Wasp) Hardware

1

923.00

923.00

**Hardware Total**

923.00 USD

## HARDWARE SUMMARY

**Hardware Total****28,013.21 USD**

## QUOTE SUMMARY

**Software Subtotal**

194,453.14 USD

**Services Subtotal**

91,912.10 USD

**Hardware Subtotal**

28,013.21 USD

**Quote Subtotal**

314,378.45 USD

**Discount**

- 80,621.37 USD

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**Quote Total      233,757.08 USD****WHAT ARE THE RECURRING FEES?**

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	37,595.33
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

**BILLING INFORMATION**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.



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## **PURCHASE ORDER INFORMATION**

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete) Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

---

Initials:

---

## Pro Suite Contract

### Exhibit C: Payment Schedule

The total amount of this contract is \$233,757.08.

Customer must pay all applicable support fees for its existing VisionAir system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon Contract Execution	\$43,078.79
Upon IJIS Kickoff Call	\$36,899.88**
Completion of BPR	\$36,899.87**
Completion of Train the Trainer	\$36,899.88**
Go Live	\$43,078.79
Go Live	\$36,899.87**

\*\* To be invoiced against IJIS Grant Funding

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$37,595.33 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

Should IJIS Grant Funding not be granted or received by CentralSquare within a reasonable time, CentralSquare has the right to terminate this Agreement for convenience. In the alternative, at Customer's discretion, Customer shall be responsible for any outstanding IJIS Grant Funding in order to continue the project. Should this agreement be terminated under this provision, Customer shall pay CentralSquare for services actually rendered up to the effective date of termination.

These amounts do not include any taxes. See Agreement section [8.13 Taxes](#) for more information.

## Exhibit D: Maintenance Agreement

### 1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

### 2.0 Software Updates

While this Agreement has not expired, CentralSquare will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, CentralSquare will install software updates remotely.

#### 2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

#### 2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

### 3.0 Support

#### 3.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

#### 3.2 GIS Support

##### 3.3.4 One-time GIS Data Set UP

CentralSquare will apply one (1) GIS update per month as part of this contract to the Customer's map. The update includes conversion of submitted data to CentralSquare Suite standard and addition or removal of map layers.

### **3.3 Server Hardware Maintenance**

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

### **3.4 Customer Responsibilities**

#### **3.4.1 Access to Premises**

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

#### **3.4.2 CentralSquare Server Access**

Customer will ensure that all CentralSquare Suite servers are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare.

#### **3.4.3 System Administrator**

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

#### **3.4.4 Security**

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

#### **3.4.5 System Updates**

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

## **ATTACHMENT B**





**AB-953 Law enforcement: racial profiling.** (2015-2016)

SHARE THIS:



**Assembly Bill No. 953**

**CHAPTER 466**

**An act to add Section 12525.5 to the Government Code, and to amend Sections 13012 and 13519.4 of the Penal Code, relating to racial profiling.**

[ Approved by Governor October 03, 2015. Filed with Secretary of State  
October 03, 2015. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 953, Weber. Law enforcement: racial profiling.

Existing law creates the Commission on Peace Officer Standards and Training and requires it to develop and disseminate guidelines and training for all law enforcement officers, as described. Existing law prohibits a peace officer from engaging in racial profiling and requires the training to prescribe patterns, practices, and protocols that prevent racial profiling, as defined. Existing law requires the Legislative Analyst's Office to conduct a study of the data that is voluntarily collected by jurisdictions that have instituted a program of data collection with regard to racial profiling.

This bill would enact the Racial and Identity Profiling Act of 2015, which would, among other changes, revise the definition of racial profiling to instead refer to racial or identity profiling, and make a conforming change to the prohibition against peace officers engaging in that practice.

The bill would require, beginning July 1, 2016, the Attorney General to establish the Racial and Identity Profiling Advisory Board (RIPA) to eliminate racial and identity profiling and improve diversity and racial and identity sensitivity in law enforcement. The bill would specify the composition of the board. The bill would require the board, among other duties, to investigate and analyze state and local law enforcement agencies' racial and identity profiling policies and practices across geographic areas in California, to annually make publicly available its findings and policy recommendations, to hold public meetings annually, as specified, and to issue the board's first annual report no later than January 1, 2018.

The bill would require each state and local agency that employs peace officers to annually report to the Attorney General data on all stops, as defined, conducted by the agency's peace officers, and require that data to include specified information, including the time, date, and location of the stop, and the reason for the stop. The bill would require an agency that employs 1,000 or more peace officers to issue its first annual report by April 1, 2019. The bill would require an agency that employs 667 or more but less than 1,000 peace officers to issue its first annual report by April 1, 2020. The bill would require an agency that employs 334 or more but less than 667 peace officers to issue its first annual report by April 1, 2022. The bill would require an agency that employs one or more but less than 334 peace officers to issue its first annual report by April 1, 2023.

By imposing a higher level of service on local entities that employ peace officers, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** This act shall be known and may be cited as the Racial and Identity Profiling Act of 2015.

**SEC. 2.** Section 12525.5 is added to the Government Code, to read:

**12525.5.** (a) (1) Each state and local agency that employs peace officers shall annually report to the Attorney General data on all stops conducted by that agency's peace officers for the preceding calendar year.

(2) Each agency that employs 1,000 or more peace officers shall issue its first round of reports on or before April 1, 2019. Each agency that employs 667 or more but less than 1,000 peace officers shall issue its first round of reports on or before April 1, 2020. Each agency that employs 334 or more but less than 667 peace officers shall issue its first round of reports on or before April 1, 2022. Each agency that employs one or more but less than 334 peace officers shall issue its first round of reports on or before April 1, 2023.

(b) The reporting shall include, at a minimum, the following information for each stop:

(1) The time, date, and location of the stop.

(2) The reason for the stop.

(3) The result of the stop, such as, no action, warning, citation, property seizure, or arrest.

(4) If a warning or citation was issued, the warning provided or violation cited.

(5) If an arrest was made, the offense charged.

(6) The perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics shall be based on the observation and perception of the peace officer making the stop, and the information shall not be requested from the person stopped. For motor vehicle stops, this paragraph only applies to the driver, unless any actions specified under paragraph (7) apply in relation to a passenger, in which case the characteristics specified in this paragraph shall also be reported for him or her.

(7) Actions taken by the peace officer during the stop, including, but not limited to, the following:

(A) Whether the peace officer asked for consent to search the person, and, if so, whether consent was provided.

(B) Whether the peace officer searched the person or any property, and, if so, the basis for the search and the type of contraband or evidence discovered, if any.

(C) Whether the peace officer seized any property and, if so, the type of property that was seized and the basis for seizing the property.

(c) If more than one peace officer performs a stop, only one officer is required to collect and report to his or her agency the information specified under subdivision (b).

(d) State and local law enforcement agencies shall not report the name, address, social security number, or other unique personal identifying information of persons stopped, searched, or subjected to a property seizure, for purposes of this section. Notwithstanding any other law, the data reported shall be available to the public, except for the badge number or other unique identifying information of the peace officer involved, which shall be released to the public only to the extent the release is permissible under state law.

(e) Not later than January 1, 2017, the Attorney General, in consultation with stakeholders, including the Racial and Identity Profiling Advisory Board (RIPA) established pursuant to paragraph (1) of subdivision (j) of Section 13519.4 of the Penal Code, federal, state, and local law enforcement agencies and community, professional, academic, research, and civil and human rights organizations, shall issue regulations for the collection and reporting of data required under subdivision (b). The regulations shall specify all data to be reported, and



provide standards, definitions, and technical specifications to ensure uniform reporting practices across all reporting agencies. To the best extent possible, such regulations should be compatible with any similar federal data collection or reporting program.

(f) All data and reports made pursuant to this section are public records within the meaning of subdivision (e) of Section 6252, and are open to public inspection pursuant to Sections 6253 and 6258.

(g) (1) For purposes of this section, "peace officer," as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, is limited to members of the California Highway Patrol, a city or county law enforcement agency, and California state or university educational institutions. "Peace officer," as used in this section, does not include probation officers and officers in a custodial setting.

(2) For purposes of this section, "stop" means any detention by a peace officer of a person, or any peace officer interaction with a person in which the peace officer conducts a search, including a consensual search, of the person's body or property in the person's possession or control.

**SEC. 3.** Section 13012 of the Penal Code is amended to read:

**13012.** (a) The annual report of the department provided for in Section 13010 shall contain statistics showing all of the following:

(1) The amount and the types of offenses known to the public authorities.

(2) The personal and social characteristics of criminals and delinquents.

(3) The administrative actions taken by law enforcement, judicial, penal, and correctional agencies or institutions, including those in the juvenile justice system, in dealing with criminals or delinquents.

(4) The administrative actions taken by law enforcement, prosecutorial, judicial, penal, and correctional agencies, including those in the juvenile justice system, in dealing with minors who are the subject of a petition or hearing in the juvenile court to transfer their case to the jurisdiction of an adult criminal court or whose cases are directly filed or otherwise initiated in an adult criminal court.

(5) (A) The total number of each of the following:

(i) Citizen complaints received by law enforcement agencies under Section 832.5.

(ii) Citizen complaints alleging criminal conduct of either a felony or misdemeanor.

(iii) Citizen complaints alleging racial or identity profiling, as defined in subdivision (e) of Section 13519.4. These statistics shall be disaggregated by the specific type of racial or identity profiling alleged, such as based on a consideration of race, color, ethnicity, national origin, religion, gender identity or expression, sexual orientation, or mental or physical disability.

(B) The statistics reported under this paragraph shall provide, for each category of complaint identified under subparagraph (A), the number of complaints within each of the following disposition categories:

(i) "Sustained," which means that the investigation disclosed sufficient evidence to prove the truth of allegation in the complaint by preponderance of evidence.

(ii) "Exonerated," which means that the investigation clearly established that the actions of the personnel that formed the basis of the complaint are not a violation of law or agency policy.

(iii) "Not sustained," which means that the investigation failed to disclose sufficient evidence to clearly prove or disprove the allegation in the complaint.

(iv) "Unfounded," which means that the investigation clearly established that the allegation is not true.

(C) The reports under subparagraphs (A) and (B) shall be made available to the public and disaggregated for each individual law enforcement agency.

(b) It shall be the duty of the department to give adequate interpretation of the statistics and so to present the information that it may be of value in guiding the policies of the Legislature and of those in charge of the apprehension, prosecution, and treatment of the criminals and delinquents, or concerned with the prevention of

crime and delinquency. The report shall also include statistics which are comparable with national uniform criminal statistics published by federal bureaus or departments heretofore mentioned.

(c) Each year, on an annual basis, the Racial and Identity Profiling Board (RIPA), established pursuant to paragraph (1) of subdivision (j) of Section 13519.4, shall analyze the statistics reported pursuant to subparagraphs (A) and (B) of paragraph (5) of subdivision (a) of this section. RIPA's analysis of the complaints shall be incorporated into its annual report as required by paragraph (3) of subdivision (j) of Section 13519.4. The reports shall not disclose the identity of peace officers.

**SEC. 4.** Section 13519.4 of the Penal Code is amended to read:

**13519.4.** (a) The commission shall develop and disseminate guidelines and training for all peace officers in California as described in subdivision (a) of Section 13510 and who adhere to the standards approved by the commission, on the racial and cultural differences among the residents of this state. The course or courses of instruction and the guidelines shall stress understanding and respect for racial, identity, and cultural differences, and development of effective, noncombative methods of carrying out law enforcement duties in a diverse racial, identity, and cultural environment.

(b) The course of basic training for peace officers shall include adequate instruction on racial, identity, and cultural diversity in order to foster mutual respect and cooperation between law enforcement and members of all racial, identity, and cultural groups. In developing the training, the commission shall consult with appropriate groups and individuals having an interest and expertise in the field of racial, identity, and cultural awareness and diversity.

(c) For the purposes of this section the following shall apply:

(1) "Disability," "gender," "nationality," "religion," and "sexual orientation" have the same meaning as in Section 422.55.

(2) "Culturally diverse" and "cultural diversity" include, but are not limited to, disability, gender, nationality, religion, and sexual orientation issues.

(3) "Racial" has the same meaning as "race or ethnicity" in Section 422.55.

(4) "Stop" has the same meaning as in paragraph (2) of subdivision (g) of Section 12525.5 of the Government Code.

(d) The Legislature finds and declares as follows:

(1) The working men and women in California law enforcement risk their lives every day. The people of California greatly appreciate the hard work and dedication of peace officers in protecting public safety. The good name of these officers should not be tarnished by the actions of those few who commit discriminatory practices.

(2) Racial or identity profiling is a practice that presents a great danger to the fundamental principles of our Constitution and a democratic society. It is abhorrent and cannot be tolerated.

(3) Racial or identity profiling alienates people from law enforcement, hinders community policing efforts, and causes law enforcement to lose credibility and trust among the people whom law enforcement is sworn to protect and serve.

(4) Pedestrians, users of public transportation, and vehicular occupants who have been stopped, searched, interrogated, and subjected to a property seizure by a peace officer for no reason other than the color of their skin, national origin, religion, gender identity or expression, housing status, sexual orientation, or mental or physical disability are the victims of discriminatory practices.

(5) It is the intent of the Legislature in enacting the changes to this section made by the act that added this paragraph that additional training is required to address the pernicious practice of racial or identity profiling and that enactment of this section is in no way dispositive of the issue of how the state should deal with racial or identity profiling.

(e) "Racial or identity profiling," for purposes of this section, is the consideration of, or reliance on, to any degree, actual or perceived race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, or mental or physical disability in deciding which persons to subject to a stop or in deciding upon the scope or substance of law enforcement activities following a stop, except that an officer may consider

or rely on characteristics listed in a specific suspect description. The activities include, but are not limited to, traffic or pedestrian stops, or actions during a stop, such as asking questions, frisks, consensual and nonconsensual searches of a person or any property, seizing any property, removing vehicle occupants during a traffic stop, issuing a citation, and making an arrest.

(f) A peace officer shall not engage in racial or identity profiling.

(g) Every peace officer in this state shall participate in expanded training as prescribed and certified by the Commission on Peace Officers Standards and Training.

(h) The curriculum shall be evidence-based and shall include and examine evidence-based patterns, practices, and protocols that make up racial or identity profiling, including implicit bias. This training shall prescribe evidenced-based patterns, practices, and protocols that prevent racial or identity profiling. In developing the training, the commission shall consult with the Racial and Identity Profiling Advisory Board established pursuant to subdivision (j). The course of instruction shall include, but not be limited to, significant consideration of each of the following subjects:

(1) Identification of key indices and perspectives that make up racial, identity, and cultural differences among residents in a local community.

(2) Negative impact of intentional and implicit biases, prejudices, and stereotyping on effective law enforcement, including examination of how historical perceptions of discriminatory enforcement practices have harmed police-community relations and contributed to injury, death, disparities in arrest detention and incarceration rights, and wrongful convictions.

(3) The history and role of the civil and human rights movement and struggles and their impact on law enforcement.

(4) Specific obligations of peace officers in preventing, reporting, and responding to discriminatory or biased practices by fellow peace officers.

(5) Perspectives of diverse, local constituency groups and experts on particular racial, identity, and cultural and police-community relations issues in a local area.

(6) The prohibition against racial or identity profiling in subdivision (f).

(i) Once the initial basic training is completed, each peace officer in California as described in subdivision (a) of Section 13510 who adheres to the standards approved by the commission shall be required to complete a refresher course every five years thereafter, or on a more frequent basis if deemed necessary, in order to keep current with changing racial, identity, and cultural trends.

(j) (1) Beginning July 1, 2016, the Attorney General shall establish the Racial and Identity Profiling Advisory Board (RIPA) for the purpose of eliminating racial and identity profiling, and improving diversity and racial and identity sensitivity in law enforcement.

(2) RIPA shall include the following members:

(A) The Attorney General, or his or her designee.

(B) The President of the California Public Defenders Association, or his or her designee.

(C) The President of the California Police Chiefs Association, or his or her designee.

(D) The President of California State Sheriffs' Association, or his or her designee.

(E) The President of the Peace Officers Research Association of California, or his or her designee.

(F) The Commissioner of the California Highway Patrol, or his or her designee.

(G) A university professor who specializes in policing, and racial and identity equity.

(H) Two representatives of human or civil rights tax-exempt organizations who specialize in civil or human rights.

(I) Two representatives of community organizations who specialize in civil or human rights and criminal justice, and work with victims of racial and identity profiling. At least one representative shall be between 16 and 24 years of age.

(J) Two religious clergy members who specialize in addressing and reducing racial and identity bias toward individuals and groups.

(K) Up to two other members that the Governor may prescribe.

(L) Up to two other members that the President Pro Tempore of the Senate may prescribe.

(M) Up to two other members that the Speaker of the Assembly may prescribe.

(3) Each year, on an annual basis, RIPA shall do the following:

(A) Analyze the data reported pursuant to Section 12525.5 of the Government Code and Section 13012 of the Penal Code.

(B) Analyze law enforcement training under this section.

(C) Work in partnership with state and local law enforcement agencies to review and analyze racial and identity profiling policies and practices across geographic areas in California.

(D) Conduct, and consult available, evidence-based research on intentional and implicit biases, and law enforcement stop, search, and seizure tactics.

(E) Issue a report that provides RIPA's analysis under subparagraphs (A) to (D), inclusive, detailed findings on the past and current status of racial and identity profiling, and makes policy recommendations for eliminating racial and identity profiling. RIPA shall post the report on its Internet Web site. Each report shall include disaggregated statistical data for each reporting law enforcement agency. The report shall include, at minimum, each reporting law enforcement agency's total results for each data collection criteria under subdivision (b) of Section 12525.5 of the Government Code for each calendar year. The reports shall be retained and made available to the public by posting those reports on the Department of Justice's Internet Web site. The first annual report shall be issued no later than January 1, 2018. The reports are public records within the meaning of subdivision (d) of Section 6252 of the Government Code and are open to public inspection pursuant to Sections 6253, 6256, 6257, and 6258 of the Government Code.

(F) Hold at least three public meetings annually to discuss racial and identity profiling, and potential reforms to prevent racial and identity profiling. Each year, one meeting shall be held in northern California, one in central California, and one in southern California. RIPA shall provide the public with notice of at least 60 days before each meeting.

(4) Pursuant to subdivision (e) of Section 12525.5 of the Government Code, RIPA shall advise the Attorney General in developing regulations for the collection and reporting of stop data, and ensuring uniform reporting practices across all reporting agencies.

(5) Members of RIPA shall not receive compensation, nor per diem expenses, for their services as members of RIPA.

(6) No action of RIPA shall be valid unless agreed to by a majority of its members.

(7) The initial terms of RIPA members shall be four years.

(8) Each year, RIPA shall elect two of its members as cochairpersons.

**SEC. 5.** If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

## **ATTACHMENT C**





**U.S. Department of Justice**

**Federal Bureau of Investigation**

**Clarksburg, WV 26306**

**February 26, 2016**

**TO: Criminal Justice Information Services (CJIS) Systems Officers and State Uniform Crime Reporting (UCR) Program Managers**

**RE: The FBI's Transition to a National Incident-Based Reporting System (NIBRS)-Only Data Collection**

The FBI has a longstanding responsibility of collecting and providing crime statistics for transparency and accountability in policing. The FBI Director has made the transition from the Summary Reporting System (SRS) to the NIBRS a top priority. The goal of the transition to the NIBRS is to improve the nation's UCR crime statistics for reliability, accuracy, accessibility, and timeliness.

As you know, the transition to a NIBRS-only data collection is not only a priority for the FBI, but is supported by the International Association of Chiefs of Police, Major Cities Chiefs Association, Major County Sheriffs' Association, and the National Sheriffs' Association, as well as the Executive Branch of our government. On December 2, 2015, the Advisory Policy Board (APB) approved the following recommendation:

"The FBI UCR Program will transition to a NIBRS-only data collection by January 1, 2021, and will evaluate the probability of achieving that goal on an annual basis. Federal, state, local, and tribal agencies unable to meet the five year transition and who have committed to transitioning to NIBRS will collaborate with the FBI CJIS to develop a transition plan and timeline for conversion."

The NIBRS is a more comprehensive crime data collection system which captures specific details about crimes and offenders through incident-based reporting. The NIBRS expands UCR crime data from a summary of ten crime categories to specific incident-level data for 24 offense categories. The details captured in the NIBRS include the date, time, location, and circumstance of the incident as well as characteristics of the victim and offender such as the age, sex, race, and ethnicity. In total, there are 58 data elements that can be potentially reported on a NIBRS incident. Many of these, however, are dependent on the type of crime being reported. For example, if the crime victim was a business, then there would be no demographic information such as age, sex, and race reported. The NIBRS also provides information about the relationship of the

## CJIS Systems Officers and State UCR Program Managers

victim and the offender, differentiates between completed and attempted crimes, provides details of property loss, reports whether the crime was motivated by bias, collects more comprehensive data about drug offenses, identifies gang involvement in violent crime, and identifies the use of a computer to perpetuate crime. The NIBRS does not require law enforcement to collect additional data, but simply to delineate and use data already being collected.

Part of this transition is underway. As you know, the FBI and the Bureau of Justice Statistics have partnered to increase the number of NIBRS participants through the National Crime Statistics Exchange (NCS-X) initiative. The NCS-X initiative is not a separate data collection effort. The NCS-X initiative is a strategic expansion of the number of law enforcement agencies (LEAs) that contribute data to the NIBRS in order to produce nationally-representative estimates of crime using the NIBRS dataset. Currently, there are too few LEAs reporting to the NIBRS to make inferences about crime that is occurring at the national level. A valid statistical sample of 400 agencies, to include the 72 largest agencies, was selected. When the NIBRS data from these sampled agencies is added to data from participating NIBRS agencies, national estimates of crime can accurately be produced.

The FBI and the NCS-X team are working with state and local agencies, as well as other law enforcement organizations across the country to improve the way crime is reported today. This outreach incorporates training, readiness assessments, education of the media and the public, assistance with planning and implementation strategies, and other measures which will ensure this is a successful transition.

The FBI understands this transition comes with a financial burden, and is committed to helping the 400 NCS-X sampled agencies and state UCR programs obtain the necessary resources. Specifically, funding is available to alleviate some of the associated costs in order to make the NIBRS a national standard. Again, the NIBRS is the pathway to comprehensive and richer data that can improve our ability to address the important issues we face today. As we move forward, your involvement in the transition from the SRS to the NIBRS is crucial to our collective success in providing better, more meaningful national crime data.

If you have any questions, please contact Ms. Drema Fouch, NIBRS Coordinator, Crime Data Modernization Team, Module D3, 1000 Custer Hollow Road, Clarksburg, West Virginia 20306; telephone (304) 625-2982.

Sincerely yours,



Lisa A. Vincent  
Acting Section Chief  
Law Enforcement Support Section  
Criminal Justice Information  
Services Division



# SRS and NIBRS

## *Differences between SRS and NIBRS offenses*

### **SRS**

#### Part I Offenses \*

1. Criminal homicide
2. Forcible rape
3. Robbery
4. Aggravated assault
5. Human Trafficking – Commercial Sex Acts
6. Human Trafficking – Involuntary Servitude
7. Burglary
8. Larceny-theft (except motor vehicle theft)
9. Motor vehicle theft
10. Arson

### **NIBRS**

#### Group A offenses (Part I offenses italicized)

1. *Arson*
2. *Assault offenses*
3. *Bribery*
4. *Burglary/breaking and entering*
5. *Counterfeiting/forgery*
6. *Destruction/damage/vandalism of property*
7. *Drug/narcotic offenses*
8. *Embezzlement*
9. *Extortion/blackmail*
10. *Fraud offenses*
11. *Gambling offenses*
12. *Homicide offenses*
13. *Kidnapping/abduction*
14. *Larceny/theft offenses*
15. *Motor vehicle theft*
16. *Pornography/obscene materials*
17. *Prostitution offenses*
18. *Robbery*
19. *Sex offenses, forcible*
20. *Sex offenses, nonforcible*
21. *Stolen property offenses (receiving, etc)*
22. *Weapons laws violations*
23. *Human Trafficking offenses*
24. *Animal Cruelty*

#### Group B offenses

1. *Bad checks*
2. *Curfew/loitering/vagrancy violations*
3. *Disorderly conduct*
4. *Driving under the influence*
5. *Drunkenness*
6. *Family offenses, nonviolent*
7. *Liquor law violations*
8. *Peeping tom*
9. *Trespass of real property*
10. *All other offenses*

Source: Adapted from GAO analysis of DOJ information.

\* Each month, participating law enforcement agencies submit information on the number of Part I offenses that become known to them; those offenses cleared by arrest or exceptional means; and the age, sex, and race of persons arrested for each of the offenses. There are also Part II offenses, for which contributors provide only arrest data.



## **ATTACHMENT D**



## Sergio Infanzon

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**From:** Lozano, C <CLozano@hppolice.org>  
**Sent:** Thursday, September 23, 2021 11:44 AM  
**To:** Lozano, C  
**Subject:** Notification of Award-Funds Available for the Transition to NIBRS/CIBRS-Response Requested

**From:** Alyson Lunetta <Alyson.Lunetta@doj.ca.gov>  
**Sent:** Friday, September 3, 2021 3:17 PM  
**To:** Lozano, C <CLozano@hppolice.org>; Truong, K <KTruong@hppolice.org>  
**Cc:** Melissa Winesburg <Melissa@otech.com>; Terry Elm <Terry.Elm@doj.ca.gov>; Kyle Richards <Kyle.Richards@doj.ca.gov>; Alex McAdoo <Alex.McAdoo@ijis.org>; CANIBRS <CANIBRS@doj.ca.gov>  
**Subject:** Notification of Award-Funds Available for the Transition to NIBRS/CIBRS-Response Requested

Dear Huntington Park Police Department:

As you may already know, the California Department of Justice (CA DOJ) was awarded grant funds in collaboration with the Bureau of Justice Statistics via the National Crime Statistics Exchange (NCS-X) initiative to move California forward in the transition to the National Incident Based Reporting System (NIBRS) reporting format. These funds have been allocated for the implementation of a Rapid Deployment Model (RDM), which will assist local law enforcement agencies (LEAs) to report NIBRS data via their Records Management Systems (RMS) to the California Incident Based Reporting System (CIBRS), ultimately supporting their transition to NIBRS.

Over the past several months, the CA DOJ has been working with a nonprofit organization called the Integrated Justice Information Systems (IJIS) Institute to streamline CIBRS implementation by working directly with RMS vendors to negotiate a single cost for implementation of all of their California customers that have not signed a contract for RMS modifications to implement CIBRS reporting. This will help reduce the cost of implementation per agency and speed up the process. You will have complete control over your own solution, but we will assist to make sure the RMS vendor completes CIBRS implementation within the expected timeframe for your agency.

***With all that said, I am pleased to inform you that we have identified funds from this grant to have your agency work with Central Square tto become CIBRS and NIBRS compliant.*** I've attached a copy of the IJIS Institute's initial press release regarding the project which provides more insight into their RDM approach. IJIS has successfully implemented the RDM with other initiatives at the federal, state, and local levels. We have great optimism that this approach will allow California's LEAs to become NIBRS and CIBRS compliant in a faster and more efficient manner.

Regarding the next steps, we will conduct a kickoff call with all included agencies at an upcoming date TBD and would like representatives from your agency to attend. This call will provide you with additional information on next steps and identify what is needed from you throughout this process.

In the interim, if you could please review the attached participation agreement and return to Melissa Winesburg at [melissa.winesburg@ijis.org](mailto:melissa.winesburg@ijis.org) that would be greatly appreciated. Melissa is also available for any questions you may have on the project.

Thank you,

Alyson

*Alyson Lunetta*, MS CCIA  
Program Manager  
Criminal Justice Statistics Center  
CA Department of Justice



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## **ATTACHMENT E**





***California Rapid Deployment Model for NIBRS/CIBRS Transition***  
**AGENCY LETTER OF COMMITMENT/PARTICIPATION AGREEMENT**

To: California Department of Justice

Huntington Park Police Department is pleased to support the California Department of Justice (CA DOJ) in its Rapid Deployment Model (RDM) efforts to maximize the participation of law enforcement agencies in California's transition to the California Incident Based Reporting System (CIBRS). We understand that this ambitious program will advance the State's support for the National Incident Based Reporting System (NIBRS). We are committed to this national transformation and endorse the efforts by the FBI, BJS and the State of California to accomplish this goal.

Our agency is committed to migrate from the FBI's Uniform Crime Reporting (UCR) Summary Reporting System format to the CIBRS format no later than September 30, 2022, but sooner if the resources are available and provided to support this effort. Our commitment to this deadline is based on the provision of funding (to cover the grant-allowable costs) for this transformation, the availability of the technical support required to make the transition, the successful performance of the service provider, and the availability of the capacity of the State to accept our submissions in this new format. We understand that the IJIS Institute will contract directly with our RMS vendor and will monitor the work progress. However, we will be required to sign off on the work completed by the RMS vendor. Below are the key commitments for my agency:

- Implement CIBRS in partnership with our RMS vendor
- Complete CIBRS training for all of our officers
- Complete the CIBRS certification process with the CA DOJ team

We understand and appreciate the innovative approach that the State is taking to make this transformation as efficient as possible. As we understand the concept, the State has provided funding to the IJIS Institute and they have negotiated contracts with the participating RMS vendors to assist multiple agencies with this transformation as a part of a single contract so as best to realize the greatest efficiency of time and money. We believe that there are efficiencies in this methodology that will lead to lower costs per agency and shorter time to completion by more expedient scheduling. As long as the State and IJIS can form a partnership with us to undertake efficient approaches such as multi-agency training, scheduled project management, and solution certification, etc., there will definitely be economies of scale that can be taken advantage of in this effort.

We are eager to discuss these possibilities with IJIS as RDM Implementation Coordinator for the CA DOJ as this program moves forward. By providing this letter, we are committing to working with the CA DOJ and the IJIS team to participate in CIBRS implementation for our agency.

Specifically, we will:

- Designate an agency point of contact to coordinate with the CA DOJ;

- Establish and maintain regular communication with the CA DOJ and IJIS to ensure our incident-based crime data are compliant with state IBR requirements;
- If applicable, coordinate CIBRS transition activities with agencies in the RMS consortium;
- Submit incident-based data that conforms to the state-IBR and NIBRS standard by September 30, 2022.

Our organization does not have an existing purchase order with our RMS provider for NIBRS implementation. This effort will be our sole source of funding for implementation in our agency.

We look forward to supporting this valuable initiative with you and realizing success.

Sincerely,

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Executive having authority to commit