

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, May 3, 2022

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

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member



Manuel “Manny” Avila
Council Member

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

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

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

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

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

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

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@h pca.gov or Esarmiento@h pca.gov or by telephone, by calling (323) 584-6297, up to 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. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- **Toll Free:** 669-900-9128,
- **Meeting ID:** 978 9712 3169, then #
- **Password:** 632516

ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.

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 or virtually via the Zoom link provided above.

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. CERTIFICATE OF RECOGNITION FOR COMMISSIONER TERESA BALTAZAR

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, any emailed public comment will be read into the record at this time.

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
- 3. CONFERENCE WITH LEGAL COUNSEL – ANTICPATED LITIGATION**
Government Code Section 54956.9(d)(2)

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

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

1-1. Regular City Council Meeting held April 19, 2022

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated May 5, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

HUMAN RESOURCES

3. CONSIDERATION AND POSSIBLE APPROVAL OF FIRST AMENDMENT TO SIDE LETTER TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE OFFICERS ASSOCIATION

RECOMMENDED THAT CITY COUNCIL:

A copy of the agenda materials for this item will be available on Tuesday, May 3, 2022 at the City Clerk's Office.

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL OF INTEGRATED SOLID WASTE MANAGEMENT SERVICES – FRANCHISE AGREEMENT

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the selection of Valley Vista Services;
2. Authorize the City Manager to negotiate final terms of the franchise agreement and execute all future documents and agreements on behalf of the City.

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

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Fireworks Sales Permit Applications submitted by local non-profit organizations in the City of Huntington Park; and

2. Authorize the Community Development Department to process the applications and conducts the final inspection of the stands.
6. **CONSIDERATION AND APPROVAL OF A FIRST TIME HOME BUYER GRANT PROGRAM**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the First Time Home Buyer Grant Program;
2. Appropriate the allocation of HOME related funding in the amount of \$1,675,695 to the fiscal year 2021/22 budget
3. Authorize the City Manager to execute all future documents and agreements on behalf of the City.

PUBLIC WORKS

7. **REJECT BID PROPOSAL RECEIVED FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

RECOMMENDED THAT CITY COUNCIL:

1. Reject the lone bid proposal for the design-build of fire protection alarm services at thirteen city facilities in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified C-10, C-16 licensed contractors and relevant and experienced engineering firms to design the fire protection alarm system plans and specifications for bidding purposes.

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

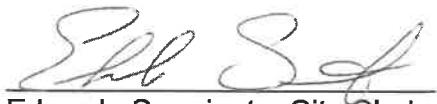
Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 17, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hPCA.gov not less than 72 hours prior to the meeting. Dated this 28th day of April 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, April 19, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Tuesday, April 19, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Councilmember(s): Manuel “Manny” Avila, Marilyn Sanabria, Karina Macias, Vice-Mayor Eduardo “Eddie” Martinez. Mayor Graciela Ortiz joined the City Council Meeting at the conclusion of closed session.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services – Absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

INVOCATION

Invocation was led by Vice Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sanabria.

PRESENTATION(S)

1. WEB PORTAL UPDATE
2. INTRODUCTION OF NEWLY PROMOTED POLICE CAPTAIN, ALFRED MARTINEZ
3. RETIREMENT RECOGNITION FOR RESERVE OFFICER ROBERT HERNANDEZ, 16 YEARS OF SERVICE
4. PROCLAMATION IN SUPPORT OF NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK 2022 AND CERTIFICATES OF RECOGNITION FOR HPPD 911 DISPATCHERS
5. ECO-RAPID TRANSIT PRESENTATION

PUBLIC COMMENTS

None

STAFF RESPONSE

City Manager Reyes addressed the City Council on some housekeeping items on the agenda before proceeding to closed session. Mr. Reyes requested City Council motion to add the March 15, 2022 minutes to the consent calendar to approve minor revisions.

MOTION: Councilmember Sanabria moved to add the March 15, 2022 minutes consent calendar agenda item one (1), seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

City Manager Reyes then requested City Council motion to add a resolution and staff report as item four (4) on the consent calendar.

MOTION: Councilmember Sanabria moved to add a resolution and staff report as item four (4) on the consent calendar, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

Lastly, City Manager Reyes shared with the City Council that a minor revision to staff report listed as item five (5) on the agenda was made and all agenda materials and postings reflect the change.

City Attorney Araceli Almazan added and clarified that the added consent calendar item is a subsequent need item that was brought to the City's attention after the agenda had already been duly posted. She added that the item warrants immediate action thus the reason for its addition to the agenda by City Council vote.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [04-19-22 Regular City Council Meeting](#))

CLOSED SESSION

City Attorney Almazan announced it is now appropriate that City Council recess into closed session to discuss the matters listed under the close session portion of the agenda.

Vice Mayor Martinez recessed to closed session at 7:12 p.m.

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case

Mayor Graciela Ortiz joined the City Council meeting at the conclusion of Closed Session and reconvened to open session at 8:15 p.m. with all Councilmembers present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the minutes should reflect that with four members of the City Council present, the two (2) items listed on the close session agenda were discussed. With regard to item one (1) and two (2) Council was briefed, but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

MOTION: Councilmember Sanabria moved to approve the consent calendar with the additions and revisions made by Council vote, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

1. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

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

- 1-1. Regular City Council Meeting held April 5, 2022
- 1-2. Regular City Council Meeting held March 15, 2022 (Added by Council vote)

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCE OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2022-11 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated April 19, 2022;

CITY MANAGER

4. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DECLARING INTENTION TO REIMBURSE EXPENDITURES RELATING TO THE AQUATIC CENTER PROJECT FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS (Added by Council vote)

RECOMMENDED THAT CITY COUNCIL:

Approve and Adopt Resolution No. 2022-13 approving the City's intent to reimburse expenditures relating to the aquatic center project from the proceeds of tax-exempt obligations to be issued at a future date.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO RINCON CONSULTING TO PROVIDE HOUSING ELEMENT SERVICES

MOTION: Councilmember Avila moved to award a One (1) year professional service agreement (PSA), Rincon Consultants for a not-to-exceed amount of \$712,472.65; and approve a budget appropriation in the amount of \$712,473 in account number 111-9050-462.56-41 American Rescue Funds Contractual Services; and authorize the City Manager to execute the PSA, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

PARKS AND RECREATION

6. APPROVAL OF EXPENDITURE FOR ARTWORK INSTALLATION ON WATER TANK (W-17), AND EXISTING ARTWORK RESTORATION AND COATING IMPROVEMENTS ON TWO WATER RESERVOIRS (W-16 & W-17) UTILIZING CITY ART IN PUBLIC PLACES FUNDS

MOTION: Councilmember Macias moved to authorize the use of City Art in Public Places funds included in the FY 2021-2022 budget, for the artwork installation, restoration of existing artwork and coating improvements on water tank (W-17) & two water reservoirs (W-16 & W-17); and approve a budget transfer of \$10,000 from account number 111-6020-451.56-41, \$36,000 from account number 111-6010-483.55-35, \$15,180 from account number 111-6030-451.61-35, and \$38,000 from account number 111-6060-466.33-20 all to account number 232-6010-419.76-25 in the total amount of \$99,180; authorize the City Manager to enter into an agreement with JT Thorpe for water tank artwork restoration services, seconded by Mayor Ortiz. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

7. RESOLUTION TO APPROVE THE ADOPTION OF THE LOCAL ROADWAY SAFETY PLAN

MOTION: Councilmember Macias moved to adopt Resolution No. 2022-12 approving the Local Roadway Safety Plan, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

8. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION FOR TRAFFIC SIGNAL REPAIR WORK AT FLORENCE AVENUE AND ALAMEDA STREET

MOTION: Councilmember Sanabria moved to approve a budget appropriation in the amount \$18,169 to account number 221-8014-429.56-41 from the Gas Tax fund balance; and authorize staff to process the Los Angeles County Department of Public Works check request invoice #IN220000407 for the amount of \$38,168.70, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

At the conclusion of item eight (8) Councilmember Macias recused herself from Public Hearing item nine (9).

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT TWO TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Mayor Ortiz opened the Public Hearing at 8:32 p.m. No public comments were provided. Mayor Ortiz closed the Public Hearing at 8:33 p.m. and the City Council began deliberation on the item.

MOTION: Councilmember Sanabria moved to approve the Substantial Amendment Number Two to the Annual Action Plan for FY 2021-2022, inclusive of any comments received by the City Clerk during the 30-day public comment period; and authorize City Manager to execute the project and program with the unallocated FY 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 CDBG funds; and authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, appropriating \$2,961,496 to account number 239-8010-431.76-12; and authorize City staff to electronically transmit the amended components of the FY 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS), seconded by Mayor Ortiz. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

NOES: None

RECUSED: Councilmember Macias

At the conclusion of item nine (9) Councilmember Macias rejoined the City Council meeting.

DEPARTMENTAL REPORTS

Public Works Director Cesar Roldan informed Council that a Public Works mechanic passed away last week (Jose Luis) and offered thoughts and prayers to his family on behalf of the city and staff.

Community Development Director Steve Forster updated the City Council on the first-time home buyer program. He shared that the program is now complete. He also shared that the city has received a Cal Home grant in the amount of 4.556 million dollars for first time home buyers and home improvement assistance. He closed by congratulating the City Council regarding the 7.5 million dollars it now has for eligible residents to purchase their first home and make repairs to their homes in the City of Huntington Park.

Communications Director Sergio Infanzon added to Director Forster's good news by emphasizing that, the City will continue to hold its first time home buyer workshops to assist and inform the community on how to access and qualify for the funds mentioned by Director Forster. Mr. Infanzon then informed that the low-cost drive through animal vaccine clinic is approaching, and the importance of registering for an appointment in advance of the May 3, 2022 clinic. He closed by sharing that the city will have an art walk festival on Sunday May 15, 2022. The event will be outdoors on Pacific from 12:00 p.m. to 5:00 p.m. and additional information will be provided as the date draws closer.

Parks and Recreation Director Cynthia Norzagaray began by thanking the City Council, City Manager, Police Department, Public Works, and all recreation staff for their assistance and efforts this weekend in conducting the annual Huntington Park 5k run event. She added that the successful event had over 380 people participate in the run and multiple resources were made available to the residents at the event.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [04-19-22 Regular City Council Meeting](#))

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Manuel Avila wished everyone a good night.

Councilmember Marilyn Sanabria thanked staff for a great 5k run event and for the restarting of the meet your Police event hosted by the Huntington Park Police Department. She then reminded the community that this Saturday is the bulky item pick up event and please have your bulky items put out by Friday evening. Councilmember Sanabria closed by congratulating the Police Department on hiring a new Police Captain.

Councilmember Karina Macias thanked staff and volunteers for their work. She echoed the sentiments of Councilmember Sanabria regarding the successful 5k run event and added how enthused she and residents were about the event. She also echoed Councilmembers Sanabria comments about the Earth Day event on Saturday and asked residents to please put your bulky items out for pickup on Friday before the event.

She closed by reminding all seniors about the food pantry on Thursday April 21, 2022 from 1:00 p.m. to 2:30 p.m. at the Community Center.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe. He echoed the comments of Councilmembers Sanabria and Macias regarding the successful 5k run and meet your Police events. Vice Mayor Martinez also reminded residents about the upcoming Earth Day event on Saturday and congratulated Officer Martinez on his promotion to Police Captain. He closed by sharing his condolences and prayers for the Public Works team member who passed away.

Mayor Ortiz thanked Vice Mayor Martinez for covering during the first portion of the Council meeting. She then thanked staff for all their hard work, and congratulated newly minted Police Captain Martinez. Mayor Ortiz echoed the sentiments of her Council colleagues regarding the successful 5k run event and the enthusiasm displayed by residents. She closed by emphasizing the difficulties of holding events like the 5k run with limited staff resources and acknowledged staff efforts and expressed her appreciation.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 8:45 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday May 3, 2022 at 6:00 pm

Respectfully submitted,



Eduardo Sarmiento
City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

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

**City of Huntington Park
Demand Register
WR 5/3/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAMSON POLICE PRODUCTS	INV375038	225-7120-421.61-20	CHEMICAL AGENT REPLACEMENT	3,481.14
ALADDIN LOCK & KEY SERVICE	31940	741-8060-431.43-20	KEYS FOR ARMORY-PD	115.76
ALL CITY MANAGEMENT SERVICES, INC	76672	111-7022-421.56-41	SCHOOL CROSSING GUARD	9,819.40
ALVAREZ-GLASMAN & COLVIN	20210708101122	745-9031-413.33-70	SETTLEMENT PAYMENT	3,037.50
ALVARO ENCARNACION	04062022	111-8020-431.15-25	BOOT REIMBURSEMENT	200.00
AMAZON.COM SERVICES, INC.				\$200.00
	19MC-HRCF-6GKC	111-6040-451.61-35	5K SUPPLIES	248.43
	1MGT-QXPJ-6V6F	111-6040-451.61-35	5K SUPPLIES	1,326.13
	1419-3N3G-799M	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	852.69
	1F99-6WPQQLFN4	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	396.78
	1LM6-YCP3-GVCH	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,989.09
AMERIGAS	3133499301	741-8060-431.43-20	TANK RENTAL FOR PROPANE	\$4,813.12
ARROYO BACKGROUND INVESTIGATIONS	2739	111-7010-421.56-41	EMPLOYEE BACKGROUND	214.17
AT&T	2/28-3/37	111-9010-419.53-10	PUBLIC WORKS YARD INTERNET	80.24
	2/28-3/37	111-9010-419.53-10	RAUL R PEREZ PARK INTERNET	79.54
	2/28-3/37	111-9010-419.53-10	SALT LAKE PARK INTERNET	79.54
	2/28-3/37	111-9010-419.53-10	SALT LAKE PARK CAMERAS	68.84
AT&T PAYMENT CENTER	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	\$377.71
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	103.35
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	199.50
	04072022	111-9010-419.53-10	CITY WIDE PHONE SERVICES	82.61
BC TRAFFIC SPECIALIST	0066936-IN	221-8010-431.61-21	TRAFFIC CONES	\$521.34
BEAR ELECTRICAL SOLUTIONS, INC	15360	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	\$1,191.36
BENEFIT ADMINISTRATION CORPORATION	6030567-IN	111-2030-413.56-41	FLEX ADMIN FEES	6,350.00
BLACK AND WHITE EMERGENCY VEHICLES	4452	111-7022-421.61-24	LIGHTBAR SWAP UNIT 952	\$50.00
BRIZUELA'S IRON WORK	0873	111-7010-421.61-20	K9 KENNEL & CHAIN FENCE	600.00
				\$1,950.00

**City of Huntington Park
Demand Register
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIFORNIA FRAME & AXLE	67981	741-8060-431-43-20	FRONT WHEEL ALIGNMENT	\$216.99
CALPRIVATE BANK				
	2401134F10013GS	111-0110-411.61-20	ZOOM COUNCIL OFFICE	163.77
	2401339F80229K1	111-0110-411.66-05	COUNCIL DINNER	120.05
	2401339FG001HFQ3	111-0110-411.66-05	COUNCIL DINNER	109.68
	2401134FH001546	111-5010-419.61-20	COMMUNITY DEV ZOOM	163.77
CENTRAL BASIN MWD	HP-MAR22	681-8030-461.41-00	IMPORTED WATER	\$557.27
CENTRAL FORD				
	388312	219-8085-431.43-21	PARTS FOR SHUTTLE 003	\$159,335.25
	388186	741-8060-431.43-20	FUEL RAIL PRESSURE PD	162.73
	388187	741-8060-431.43-20	FUEL FILL PIPE UNIT 987	110.17
	388199	741-8060-431.43-20	FUEL CAP UNIT 912	213.16
	388304	741-8060-431.43-20	DRIVERS SEAT PD UNIT	24.52
CHARTER COMMUNICATIONS				
	0019175040122	111-7010-421.53-10	CITY CLERK CABLE SERVICES	\$1,509.25
	0467069040722	111-7010-421.53-10	POLICE DEPT FIBER INTERNET	68.82
	106964801040122	111-7010-421.53-10	POLICE DEPT IC SYSTEM	1,650.00
	04447795040222	111-9010-419.53-10	CITY HALL BACKUP INTERNET	703.55
	0389644033122	121-7040-421.56-14	POLICE DEPT TV SERVICES	3,998.00
	3/5/4/	121-7040-421.56-14	POLICE DEPT INMATE PHONES	356.09
	0673369032122	239-5055-419.53-10	WIFI FOR CIRCLE PARK	84.89
				292.13
CLINICAL LAB OF SAN BERNARDINO, INC	2200600-	681-8030-461.56-41	WATER QUALITY TEST MARCH	\$9,219.07
CONCENTRA MEDICAL CENTERS				
	74997427	111-2030-413.56-41	PHYSICAL BUNDLE EMPLOYEE	\$849.75
	75069108	111-2030-413.56-41	PHYSICAL BUNDLE EMPLOYEES	1,299.00
COUNTY OF L.A. DEPT. OF PUBLIC WORKS	REPW22041106071	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	1,042.00
COUNTY OF LA DEPT. OF PUBLIC WORKS	IN220000407	221-8014-429.56-41	TRAFFIC SIGNAL REPAIR	\$2,341.00
CR&R INCORPORATED				
	000119654	111-8027-431.56-59	WASTE & RECYCLING SVCS	435.97
DATA TICKET INC.				
	133874	111-9010-415.56-15	PARKING CITATION PROCESS	\$38,168.70
	134905	111-9010-415.56-15	PARKING CITATION PROCESS	16,680.00
	135840	111-9010-415.56-15	PARKING CITATION PROCESS	\$16,680.00
				17,024.98
DATAPROSE, INC.				
	DP2201173	681-3022-415.53-10	WATER BILL AND POSTAGE	\$35,349.19
	DP2201173	681-3022-415.56-41	WATER BILL AND POSTAGE	1,628.26
DAY WIRELESS SYSTEMS	INV719471	111-7010-421.56-41	MAINTENANCE AGREEMENT	1,048.14
				\$2,676.40
				758.67
				\$758.67

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DELTA DENTAL	BE004840479	111-0000-217.50-20	DPO MONTHLY BENEFITS	9,261.06
DELTA DENTAL INSURANCE COMPANY	BE004838134	111-0000-217.50-20	PMI MONTHLY BENEFITS	\$9,261.06
DEPARTMENT OF JUSTICE	571259	111-7030-421.56-41	FINGERPRINT APPS	1,890.51
DIAMOND ENVIRONMENTAL SERVICES	0003877244	111-6010-451.56-41	5K RESTROOMS	\$870.00
DUNN EDWARDS CORPORATION	2009338218	111-8095-431.61-50	PAINT FOR GRAFFITI	461.40
EL GRANERO GRILL, INC.	032322-0422022	239-0280-490.51-03	EMERGENCY SENIOR MEALS	\$461.40
EXPRESS TRANSPORTATION SERVICES LLC	HPE04012022	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	\$1,312.48
	HPE04012022	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	6,900.00
	HPE04012022	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	2,500.00
	DAR04012022	219-8085-431.56-45	DIAL A RISE SVCS APRIL 22	-2,804.00
	HPE04012022	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	36,850.48
	HPE04012022	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	69,183.33
FAIR HOUSING FOUNDATION	01102022	239-0272-463.57-87	HOUSING COUNSELING PROG.	\$174,430.73
	02082022	239-0272-463.57-87	HOUSING COUNSELING PROG.	1,052.19
	08062021	239-0272-463.57-87	HOUSING COUNSELING PROG.	943.40
	09092021	239-0272-463.57-87	HOUSING COUNSELING PROG.	729.93
	10062022	239-0272-463.57-87	HOUSING COUNSELING PROG.	773.62
	11092021	239-0272-463.57-87	HOUSING COUNSELING PROG.	970.31
	12092021	239-0272-463.57-87	HOUSING COUNSELING PROG.	863.99
FM THOMAS AIR CONDITIONING INC	43721	111-7024-421.56-41	AIR CONDITIONING MAINT	\$6,366.69
	43721	111-8020-431.56-41	AIR CONDITIONING MAINT	1,247.05
	43721	111-8022-419.56-41	AIR CONDITIONING MAINT	1,06.89
	43721	111-8023-451.56-41	AIR CONDITIONING MAINT	1,247.05
	43730	111-8024-421.43-10	AC REPAIRS IN PD	962.01
GEORGE CHEVROLET	109836	741-8060-431.43-20	WATER PUMP UNIT 198	\$4,859.94
GEOSYNTEC CONSULTANTS, INC.	466997	111-5010-419.56-49	PROFESSIONAL SVCS-CD	233.44
HASA, INC.	807248	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	\$233.44
	807250	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	31,942.30
	807251	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	319.30
	808616	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	271.86
	808618	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	226.55
	808619	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	135.93
				296.49
				\$1,363.40

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HOME DEPOT - PUBLIC WORKS	9273763	111-8024-421.43-10	LAMPS FOR PD	307.47
	4523282	5335-8090-452.61-20	TOOLS FOR BBQ AT PARKS	339.74
	5360803	5335-8090-452.61-20	TOOLS FOR BBQ AT PARKS	1,065.42
	3033591	5335-8090-452.74-10	METAL PARKBENCH FRAMES	882.17
HOUSE OF TROPHIES & AWARDS, INC.	26527	111-6040-431.61-35	5K AWARD SUPPLIES	\$2,594.80
IIBE DIGITAL	442541	111-9010-419.44-10	TONER COLLECTING BOX	1,752.00
				\$1,752.00
				18.07
INFRA MARK LLC	75532	283-8040-432.56-41	WATER & SEWER SYSTEM	13,476.33
	73179	681-0000-228.30-10	NEW WATER SERVICE	100,120.80
	75532	681-8030-431.56-41	WATER & SEWER SYSTEM	103,885.14
	76165 & 76184	681-8030-461.56-41	INSTALLATION WATER METERS	33,440.00
INFRASTRUCTURE ENGINEERS	26752	111-5010-419.56-49	PLAN STAFF AUGMENTATION	\$250,922.27
	26762	111-5010-419.56-49	BUILDING & SAFETY SVCS	35,100.00
	26767	111-5010-419.56-49	ENGINEERING PLAN CHECK	58,530.00
	26768	111-5010-419.56-49	BUILDING CONSULTING SVCS	2,464.00
	26746	111-8080-431.56-62	CITY ENGINEERING SVCS	9,981.90
	26746	221-8010-431.56-41	CITY ENGINEERING SVCS	29,618.00
	26801	221-8010-431.76-12	DESIGN & CONSTRUCTION	5,733.00
	26798	222-8010-431.76-06	RELIEF IMPROVEMENT PROJECT	9,080.75
	26746	222-8080-431.56-41	CITY ENGINEERING SVCS	5,013.75
				25,000.00
INTEGRITY WASTE ENVIRON CONSULTANTS	04052022	111-8027-431.56-41	SOLID WASTE FRANCHISE	\$180,521.40
				33,145.00
INTOXIMETERS INC	704834	111-7022-421.61-29	ALCOHOL SCREENING DEVICES	\$33,145.00
	704835	111-7022-421.61-29	ALCOHOL SCREENING DEVICES	1,007.19
JAMES DURAN	03292022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$2,014.38
				45.27
JDS TANK TESTING & REPAIR INC	17247	741-8060-431.43-20	SERVICE FUEL PUMP	\$45.27
				610.00
JENNINGS ROBERT LEE	HP050022678	111-0000-351.10-10	REFUND	\$610.00
				150.00
JESUS GUTIERREZ	04012022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$150.00
				18.13
JOEL GORDILLO	JG202204	111-1010-411.56-41	FILMING & BROADCASTING	\$18.13
				1,650.00
JOHNSON CONTROLS SECURITY SOLUTIONS	37236256	111-7010-421.56-41	PD SECURITY SERVICES	\$1,650.00
				5,305.74
JONES LUMBER COMPANY, INC	269847	535-8090-452.74-10	WOOD FOR BENCHES AT PARK	\$5,305.74
				1,888.75
				\$1,888.75

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JORGE ENCARNACION	095104	111-8010-431.15-25	BOOT REIMBURSEMENT	200.00 \$200.00
JOSE ANDRADE	52833	285-0000-228.75-00	C&D REFUND PROJECT	2,040.00 \$2,040.00
JTB SUPPLY COMPANY INC	110246	535-8016-431.74-10	TRAFFIC SIGNAL AND POLES	85,581.56 \$85,581.56
JULIO MORENO	04042022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	4.91 4.91
JXTRA ENTERTAINMENT	04052022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	4.91 4.91
KIMMICK PETER THOMAS	009	111-6010-451.56-41	5K ENTERTAINMENT	380.00 \$380.00
KONICA MINOLTA BUSINESS SOLUTIONS	278824573	111-6010-451.56-41	COPIER METER READING	727.44 727.44
LAN WAN ENTERPRISE, INC	279486123	111-6010-451.56-41	COPIER LEASE	241.40 241.40
	279502939	111-6010-451.56-41	COPIER LEASE	241.40 241.40
	73008	111-7010-419.43-15	IT SVCS MONTHLY FEE	205.50 \$1,210.24
	73036	111-7010-419.43-15	IT SERVICES MONTHLY FEE	25,106.00 25,106.00
	73038	111-7065-441.61-20	WIRELESS KEYBOARDS	623.59 623.59
	73008	111-9010-419.43-15	IT SVCS MONTHLY FEE	205.50 205.50
	73036	111-9010-419.43-15	IT SERVICES MONTHLY FEE	25,106.00 25,106.00
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	28.90 \$28.90
LGP EQUIPMENT RENTALS INC	121349	111-8010-431.44-10	RENTAL FOR LIFT	346.24 346.24
	121024	111-8010-431.61-20	CONCRETE READY MIX	498.08 498.08
	121349	535-8016-431.44-10	RENTAL FOR LIFT	1,399.68 1,399.68
MARIO DIAZ	04012022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	18.13 \$18.13
MARX BROS FIRE EXTINGUISHER CO INC.	E31893	111-7024-421.56-41	ANNUAL INSPECTION	181.50 181.50
	E31900	111-8020-431.56-41	FIRE EXTINGUISHER SVCS	258.30 258.30
	E31899	741-8960-431.43-20	FIRE EXTINGUISHER SVCS	411.00 \$850.80
NATIONWIDE ENVIRONMENTAL SERVICES	32241	111-8031-433.56-41	STREET SWEEP SVCS MARCH	3,032.00 \$3,032.00
	32179	220-8070-431.56-41	BUS STOP MAINTENANCE	18,795.50 18,795.50
	32242	220-8070-431.56-41	BUS STOP MAINTENANCE	18,795.50 18,795.50
	32241	221-8010-431.56-41	STREET SWEEP SVCS MARCH	49,625.96 \$90,248.96
NEW CHEF FASHION INC.	1024180	111-7030-421.61-20	EMPLOYEE UNIFORM	49.60 49.60
	1028500	111-7030-421.61-20	EMPLOYEE UNIFORM	66.14 66.14
				\$115.74

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NICOLAS DE LA O	03302022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	11.70
NOBEL SYSTEMS, INC	15374	111-8030-461.56-42	GEOVIEWER SUBSCRIPTION	\$9,800.00
O'REILLY AUTO PARTS	2959-137926 5655-289410 2959-132844 5655-290140	219-8085-431.43-21 219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20	RIMS SHUTTLE BUSES FRONT SUSPENSION SHUTTLE FRONT BRAKE UNIT 976 RADITOR HOSE	\$9,800.00 441.00 226.87 530.89 22.74
OK PRINTING DESIGN & DIGITAL PRINT	2432	111-6010-451.56-41	5K FLYERS	\$1,221.50 285.30
PARS	50251 50359 50160 50421	111-9010-419.56-41 111-9010-419.56-41 216-3010-415.56-41 216-3010-415.56-41	PARS ARS FEES PARS ARS FEES PARS REP FEES PARS REP FEES	\$285.30 501.55 525.28 2,533.54 2,533.54
PHONE SUPPLEMENTS INC.	117559	111-7040-421.61-32	NEW BATTERIES	\$6,093.91 519.72
PURCHASE POWER	04112022	111-9010-419.53-20	POSTAGE FEES	\$519.72 42.74
QUINN COMPANY	PC810946207 PR810303108	741-8060-431.43-20 741-8060-431.43-20	DRY BATTERIES CREDIT FOR PAYMENT	1,112.61 \$1,155.35 505.65 -284.79
RAYMOND GARCIA	04012022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	\$220.86 18.13
RINCON CONSULTANTS, INC.	38594	111-5010-419.56-49	COMMUNITY ENGAGEMENT-CD	\$4,085.00 \$18.13
RIO HONDO COLLEGE	S22-121-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	\$100.00 100.00
SIERRA DISPLAY, INC	26346	111-6010-451.56-41	HOLIDAY DECORATIONS	\$103.59 103.59
SINATRA UNIFORM, INC	INV/2022/04/004 INV/2022/04/005	111-7022-421.61-24 111-7022-421.61-24	EMPLOYEE UNIFORM EMPLOYEE UNIFORM	\$499.37 275.42 223.95
SMART & FINAL	0058 0214 0314	111-6040-451.61-35 111-6040-451.61-35 111-6040-451.61-35	5K SUPPLIES 5K SUPPLIES 5K SUPPLIES	\$326.07 136.25 84.92 104.90
SONSRAY MACHINERY, LLC	PSO001918-1 PSO001918-2	741-8060-431.43-20 741-8060-431.43-20	FREIGHT SALE/PURCHASE PARTS FOR UNIT 412	90.61 250.02
SOUTH COAST AIR QUALITY MGMT DISTR.	3972379	681-8030-461.42-05	FEE LAST FY GEN-DIESEL	\$340.63 440.15
	3975325	681-8030-461.42-05	FEE LAST FY GEN-DIESEL	142.59

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SOUTH COAST AIR QUALITY MGMT DISTR.	3972501 3975734	741-8060-431.43-20 741-8060-431.43-20	FEE LAST FY GEN-DIESEL FEE LAST FY GEN-DIESEL	440.15 142.59
SOUTHERN CALIFORNIA EDISON	04062022 04082022 04062022	111-7024-421.62-10 111-8010-415.62-10 221-8014-429.62-10	ELECTRICAL SVCS: POLICE DEPT ELECTRICAL SVCS: VARIOUS LOCATIONS ELECTRICAL SVCS: 55ST/PACIFIC	\$1,165.48 6,360.33 305.82
SPARKLETT'S	15142085032422 15142085032422 15142085032422 15142085032422 15142085032422 15142085032422 15142085032422	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-8020-431.61-20	DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER	\$6,730.17 34.04 34.04 20.94 8.99 69.35 57.19 205.20
STACY MEDICAL CENTER	3160-46416	111-7022-421.56-15	REBOOKING EXAM	\$596.15 345.00
STANDARD INSURANCE COMPANY	378917 0001 378917 0002	111-0000-217.50-70 111-0000-217.50-70	POLICY # 378917 0001 POL:378917 BILL DIV:0002	\$345.00 6,855.48
STAPLES ADVANTAGE	8065795638 8065795638 8065795638 8065795638 8065795638 8065795638 8065795638	111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-6065-466.61-20 111-7010-421.61-20 111-7022-421.61-24	OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE	250.95 745.48 134.08 503.99 151.91 393.00 99.80
STAR2STAR COMMUNICATIONS LLC	SUBC00008294	111-9010-419.53-10	VOIP SERVICES	\$3,197.05 10,690.69
SUPERIOR, LLC	350302 350609	111-9010-419.33-10 111-9010-419.33-10	FINANCIAL SYSTEM TRANSACTION AGREEMENT	\$10,690.69 12,888.20 380.55
SUPERIOR COURT OF CALIFORNIA	03012022	111-7010-415.56-10	PARKING CITATION SURCHARG	\$13,268.75 41,759.33
T-MOBILE USA	2/21-3/20 2/21-3/20 2/21-3/20	111-8010-431.53-10 111-8095-431.53-10 681-8030-461.53-10	PW PHONE PAYMENT PW PHONE PAYMENT PW PHONE PAYMENT	\$41,759.33 787.20 208.08 154.80
				\$1,150.08

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE GAS COMPANY	3/10-4/8	111-7024-421.62-10	COURT HOUSE GAS CHARGE	915.51
THE HITT COMPANIES, INC	OE-100744	111-6010-451.56-41	ENGRAVING SERVICES	11.80
TIREHUB, LLC	26464264	219-8085-431.43-21	TIRES FOR SHUTTLE BUSES	1,156.26
TOTAL OFFICE FURNITURE	11260	111-8020-431.43-10	5 OFFICE DESK CHAIRS	2,239.28
TRIANGLE SPORTS	41016	111-6040-451.61-35	5K SUPPLIES	2,522.88
UPWARD SOLUTIONS	22-0406	111-0210-413.56-41	PUBLIC AFFAIRS SVCS	5,000.00
VALENCIA NORMA	HP050025990	111-0000-351.10-10	REFUND	\$5,000.00
VALLEY ALARM	1053438	111-8020-431.56-41	FIRE & SECURITY SYSTEM	665.34
WALTERS WHOLESALE ELECTRIC COMPANY	1053438	111-8022-419.56-41	FIRE & SECURITY SYSTEM	665.33
WATER REPLENISHMENT DISTRICT OF	1053438	111-8023-451.56-41	FIRE & SECURITY SYSTEM	715.28
VULCAN MATERIALS COMPANY	73256021	221-8010-431.61-21	HOT ASPHALT	\$2,045.95
	73256022	221-8010-431.61-21	HOT ASPHALT	262.13
WALTERS WHOLESALE ELECTRIC COMPANY	S120220657.001	535-8090-452.61-20	LAMPS FOR RAUL PEREZ PARK	209.36
WATER REPLENISHMENT DISTRICT OF	02282022	681-8030-461.41-00	GROUNDWATER PRODUCTION	\$471.49
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-08	111-8031-433.76-17	STAFFING AUGMENTATION-CD	82,834.56
WESTERN EXTERMINATOR COMPANY	75895C	111-7024-421.56-41	EXTERMINATOR SVCS MARCH	\$82,834.56
	75895C	111-8020-431.56-41	EXTERMINATOR SVCS MARCH	73.60
	75895C	111-8022-419.56-41	EXTERMINATOR SVCS MARCH	53.45
	75895C	111-8023-451.56-41	EXTERMINATOR SVCS MARCH	100.90
	75895C	535-8090-452.56-60	EXTERMINATOR SVCS MARCH	139.50
WILLDAN FINANCIAL SERVICES	010-50760	111-9010-419.56-41	TAX DISTRICT ADMIN	\$420.95
	010-50759	535-8016-431.56-41	SPECIAL TAX DISTRICT	125.00
XPRESS WASH INC	14743	741-8060-431.43-20	CAR WASH SVCS	2,312.80
ZUMAR INDUSTRIES, INC.	96219	221-8012-429.61-20	36" STOP SIGNS	\$2,437.80
	96303	221-8012-429.61-20	STENCILS TRAFFIC STRIPING	902.00
				630.16
				2,608.90
				\$3,239.08

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ZUNIGA CHRISTINA D	HP010024117	111-0000-351.10-10	REFUND	155.00
	HP030031078	111-0000-351.10-10	REFUND	145.00
				\$300.00
				\$1,479,721.58

ITEM NO. 3

**CONSIDERATION AND POSSIBLE APPROVAL OF SIDE LETTER AND
AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE
OFFICERS ASSOCIATION.**

A copy of the agenda material for this item will be available on Tuesday, May 3, 2022 at the City Clerk's Office.

ITEM NO. 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 3, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF INTEGRATED SOLID WASTE MANAGEMENT SERVICES – FRANCHISE AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the selection of Valley Vista Services;
2. Authorize the City Manager to negotiate final terms of the franchise agreement and execute all future documents and agreements on behalf of the City.

BACKGROUND

On December 7, 2021, the City Council authorized staff to develop and initiate a Request For Proposal (RFP) process for the purpose of initiating a solid waste and recycling franchise agreement from solid waste haulers. The RFP established the criteria for the solid waste collection, transportation, recycling, disposal and to meet all State mandated recycling requirements. On March 4, 2022 the RFP was issued and the proposal process closed on April 14, 2022. Two (2) proposals were received from CR&R and Valley Vista Services. Interviews of the two firms were conducted on April 22, 2022. The interview process was designed to give the refuse haulers the opportunity to discuss their proposals with the interview committee and for the committee to clarify any items in the proposal that would assist in selecting the best qualified hauler.

The current contract with CR&R is an exclusive franchise agreement and expires on June 30, 2025. By starting the RFP process early, the selected hauler would be afforded the opportunity to amortize the future vehicles, equipment, and necessary supplies to ensure the needs of the City's refuse services are met at the lowest price.

Evaluations of the two firms are based on their experience, customer service, performance indicators, pricing, benefits to the community and reputation in the industry. Attached is a matrix of the evaluation of the two proposals.

**CONSIDERATION AND APPROVAL OF INTEGRATED SOLID WASTE
MANAGEMENT SERVICES – FRANCHISE AGREEMENT**

May 3, 2022

Page 2 of 2

FISCAL IMPACT

The City Manager will negotiate the final terms of the franchise agreement. However, there will be a positive fiscal benefit to the City as a result of the final negotiation. There will be no cost impacts to the City.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

1. Draft Franchise Agreement

ATTACHMENT "A"

Calculation of Savings of Residential Monthly Rates: CRR Vs. VVS

Firm Proposing Residential Rates	Resident Cost/Yr	Resident Cost/7 Yrs	Resident Cost/10 Yrs
CR&R Incorporated	\$1,579,680.00	\$9,478,080.00	\$15,796,800.00
Valley Vista Services, Inc. Option I	\$1,389,756.21	\$8,338,537.25	\$13,897,562.08
<i>Savings to Residential Sector by VVS</i>	\$189,923.79	\$1,139,542.75	\$1,899,237.92
Valley Vista Services, Inc. Option II	\$1,172,042.78	\$7,032,256.66	\$11,720,427.76
<i>Savings to Residential Sector by VVS</i>	\$407,637.22	\$2,445,823.34	\$4,076,372.24

Direct Comparison of Residential Monthly Rates from CRR and VVS

Single Family Monthly Collection Rates		CRR Rates	VVS Rates Option I and II			
Single Family Residential City Wide	Rate/Mo	Rate/Mo	Diff/Mo	Rate/Mo	Diff/Mo	
Standard 3 Cart Service	\$21.94	\$19.30	(\$2.64)	\$16.28	(\$5.66)	
Senior Rate with 20% Discount	\$17.57	\$15.44	(\$2.13)	\$13.02	(\$4.55)	
Additional Refuse Cart	\$7.78	\$9.65	\$1.87	\$6.39	(\$1.39)	
Free Extra Recycle Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Free Extra Green Waste Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Free Valet Service/Disabled Residents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Walk-out Service for Other Customers	\$44.34	\$31.67	(\$12.67)	\$31.67	(\$12.67)	
Bulky Item in Excess of 4 Per Week	\$36.95	\$25.81	(\$11.14)	\$25.81	(\$11.14)	

Direct Comparison of Select Commercial Monthly Rates from CRR and VVS

Proposer	2 Yard, 1x Week	3 Yard, 1x Week	4 Yard, 1x Week	6 Yard, 1x Week
CR&R	\$ 182.19	\$ 209.38	\$ 237.54	\$ 318.45
Valley Vista	\$ 176.23	\$ 190.01	\$ 203.79	\$ 231.35
<i>Difference</i>	\$ 5.96	\$ 19.37	\$ 33.76	\$ 87.10

Cost to City to Collect Litter Cans and Solar Cans

The Litter Can Collection rates for both firms indicate a wide discrepancy in pricing and a significant cost to the City of Huntington Park. The rates for Litter Can Collection by Valley Vista Services saves the City approximately \$39,679.16 per month and \$476,149.92 annually. Over the life of the initial Term of the Franchise Agreement, the City would save more than \$2.8 million dollars not counting CPI, Disposal or other increases to this service.

Direct Comparison of Litter Can Service Rates from CRR and VVS

Proposer	City Cost/Yr	City Cost/7 Yrs	City Cost/10 Yrs
CR&R Incorporated	\$641,460.72	\$3,848,764.32	\$6,414,607.20
Valley Vista Services, Inc.	\$165,310.80	\$991,864.80	\$1,653,108.00
<i>Savings to City General Fund</i>	\$476,149.92	\$2,856,899.52	\$4,761,499.20

RFP Compliance with Select Proposal Requirements

Name of Solid Waste Proposer	5 Yr Franch Experience	Min Diversion	SB 1383 Plan	Recycling Discount	Processing Facilities	Collection Organics	Education Outreach	Senior Discount	Bulky Item Sweeps	Local Office	HHW Plan	E-Waste Plan
CR & R Inc.	Yes	39%	Yes	Yes	Yes	Yes	6	X	5X	No	Yes	Yes
Valley Vista Services	Yes	37%	Yes	Yes	Yes	Yes	9	X	6X	Yes	Yes	Yes

Notes

1. VVS scored a 9 on their education and outreach program while CRR scored a 6
2. VVS proposed Bulky Item Sweeps 6 days a week while CRR proposed 5 days per week
3. VVS has an office within the required 20 mile radius in the RFP while CRR did not

DRAFT AGREEMENT

BETWEEN

CITY OF HUNTINGTON PARK

AND

XXXXXXXXXXXXXXXXXXXX

FOR

EXCLUSIVE

SOLID WASTE HANDLING SERVICES



Effective _____ XX, 202X

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This Franchise Agreement (Agreement) is entered into this _____ day of _____, 202X, by and between the City of Huntington Park, a California municipal corporation (City), and _____, a California corporation (Contractor).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("CalRecycle" or "the Act") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of CalRecycle; and,

WHEREAS, City is required pursuant to the CalRecycle to meet minimum diversion goals; and,

WHEREAS, City seeks to contract with a solid waste hauler to work together to exceed CalRecycle goals by implementing sustainable programs and practices to reduce landfill tonnage, increase producer responsibility, reuse, repair, recycle, and educate the community to sustain City's natural beauty; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified Contractor for the collection, transportation, recycling, processing, and disposal of solid waste and other services to meet the goals and requirements of CalRecycle; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory commercial Recycling program and that it is the policy goal of the state that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41781.3 et seq., has declared that as of January 1, 2020, the use of green material as landfill alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate; and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory commercial organics waste diversion program; and,

WHEREAS, the Short-Lived Climate Pollutants Bill of 2016 (SB 1383) establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and,

WHEREAS, SB 1383 requires jurisdictions to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to Contractor, acting as the City's designee, through this Agreement; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory commercial recycling program and that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or Composted by the year 2020, and annually thereafter; and,

WHEREAS, the City declares its intention of securing quality service, reasonable rates, and legally compliant programs, to satisfy its requirements and regulatory obligations for Solid Waste Handling Services; and,

WHEREAS, the current franchise agreement will expire on June 30, 2025; and in order to provide Solid Waste Handling Services (as that term is defined in Section 40195 of the California Public Resources Code) in the City; and

WHEREAS, City conducted a competitive bidding process for the selection of a Contractor to provide for such services in the City; and

WHEREAS, in response to a Request for Proposals, Contractor has submitted a proposal to the City, and the City has selected Contractor based on the merits and overall value of its proposal; and

WHEREAS, Contractor agrees to and acknowledges that it shall properly dispose of all solid waste Collected in the City pursuant to this Agreement; and,

WHEREAS, City and Contractor ("Parties") hereto desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

Article 1

Definitions

1.1 Definitions

Whenever any term used in this Agreement has been defined by the provisions of the Huntington Park Municipal City Code or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1.0 AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 *et seq.* and regulations promulgated thereunder, as amended from time-to-time.

1.1.1 AB 341. "AB 341" means Assembly Bill 341 from the 2011-1012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

1.1.2 AB 32. Assembly Bill 32, the Global Warming Solutions Act of 2006.

1.1.3 Affiliate. "Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (a) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever

is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Article X hereof.

1.1.4 Agreed Upon Procedure. "Agreed Upon Procedure" shall mean the procedures and methodology approved by the City's Finance Department for review and audit of Contractor's financial records in connection with this Agreement.

1.1.5 Agreement or Franchise Agreement. "Agreement" or "Franchise Agreement" means this Agreement for Provision of Solid Waste Handling Services.

1.1.6 Annual Diversion Report. "Annual Diversion Report" means the annual report submitted by the Contractor to the City describing the previous year's diversion activities, diversion percentages and associated calculations and the description of the diversion activity planned for the upcoming year, if applicable. The Annual Diversion Report shall be prepared in a manner that directly corresponds to the reporting requirements of the California Department of Resources Recycling and Recovery (CalRecycle) and the California Integrated Waste Management Act, as amended.

1.1.7 Bin. "Bin" means any Solid Waste container of a capacity exceeding ninety-six (96) gallons and generally unmovable by just one individual (i.e., a "dumpster") and provided to customers by Contractor.

1.1.8 Bulky Waste. "Bulky Waste" means an item too large to fit in the container on the premises, including but not limited to household appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items commonly known as "white goods"); furniture (including chairs, sofas, mattresses, and rugs); Electronic Waste (including discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers), and other similar items commonly known as "brown goods" and "e-waste"); residential wastes (green waste larger than four (4) inches in diameter or four (4) feet in length, such as tree stumps, trunks or branches not exceeding one cubic yard per Collection); clothing; and tires. Bulky Waste does not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Waste, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties. Bulky Waste does not include items herein defined as Exempt Waste. Bulky Waste must have been generated on the Customer's Premises in order to qualify for removal.

1.1.9 **Board or CIWMB.** "Board" or "CIWMB" means the California Integrated Waste Management Board, as established pursuant to the Act (Public Resources Code §§ 40000 *et seq.*) or such successor entity to which the duties of the California Integrated Waste Management Board are assigned, including without limitation the Department of Resources Recycling and Recovery ("CalRecycle").

1.1.10 **CalRecycle.** "CalRecycle" means the California Department of Resources Recycling and Recovery.

1.1.11 **Cart.** "Cart" means any molded container provided by Contractor of a size not to exceed ninety-six [96] gallons with two or more wheels for easy carting by an individual.

1.1.12 **City.** "City" means the City of Huntington Park, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Section 3.1.3, all geographic areas which may be added or annexed thereto during the term of this Agreement.

1.1.13 **City Facility.** "City Facility" means any building, park, central avenue or other site owned, leased or used by the City. A list of City Facilities, and their typical service needs, is attached hereto as **Exhibit X**. Sites may be added or removed from the scope of "City Facilities" by mutual written acknowledgement signed by Contractor and City Manager.

1.1.14 **City Manager.** "City Manager" means the Manager of the City or his or her designee(s).

1.1.15 **Collection.** "Collection" means the process whereby Solid Waste is removed and transported from within the City.

1.1.16 **Commencement Date.** "Commencement Date" shall mean the date of start of service, or July 1, 2025, whichever is sooner.

1.1.17 **Commercial and Industrial Units.** "Commercial and Industrial Units" shall mean the Premises of a business that is not a City Facility, Single-Family Residential Unit or Multi-Family Residential Unit.

1.1.18 **Complaint.** "Complaint" means any complaint received by mail, email, in writing, verbally, by telephone or in person.

1.1.19 **Construction and Demolition Debris or C&D Material.** "Construction and Demolition Material" or "C&D Material," means any combination of inert building

materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 *et seq.* This term includes, but is not limited to, asphalt, concrete, cement, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.1.20 **Contractor.** "Contractor" means _____.

1.1.21 **Contractor Provided Container or Container.** "Contractor Provided Container" or "Container" refers to either a Bin or a Cart provided by Contractor to customers receiving Contractor's automated Collection service. Such Containers shall be constructed of a minimum of twenty percent (20%) post-consumer recycled content once Contractor has exhausted its existing inventory of Containers (i.e., Contractor's existing inventory may not meet the 20% requirement but all Containers acquired by Contractor following this Agreement shall meet such requirement. Containers not meeting the 20% requirement and replaced under a manufacturer's warranty shall be exempt from the 20% requirement.

1.1.22 **County.** "County" means the County of Los Angeles.

1.1.23 **CPI.** "CPI" means the Consumer Price Index, Series ID CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

1.1.24 **Day.** "Day" means calendar day, unless otherwise stated in this Agreement.

1.1.25 **Disposal Fee.** "Disposal Fee" means those costs imposed at a Disposal Site and paid by the Contractor for depositing Solid Waste collected by Contractor. Disposal Fee shall be identified by the Contractor and the City as those fees actually paid for by the Contractor at a Disposal Site.

1.1.26 **Disposal Site.** "Disposal Site" means a final end-point or permanent site for the disposal of Solid Waste, such as a landfill, incineration facility or final processing facility for Recyclables. The facilities identified in this Agreement are the designated Disposal Sites as of the Effective date of this Agreement. Any changes to the designated Disposal Site(s) shall be subject to the City's written approval (which approval shall not be unreasonably withheld).

1.1.27 **Divert or Diversion.** "Divert" or "Diversion" means to divert from disposal facilities or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, organic digestion as provided in Section 41780 of the Act as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.1.28 **Effective Date.** Generally, the term "Effective Date" means the date that this Agreement has been fully executed by both parties and approved by the City Council, whichever is latest.

1.1.29 **Electronic Waste.** "Electronic Waste" means "Covered Electronic Waste" as defined in Section 42463 of the Public Resources Code and other discarded electronic equipment commonly known as "brown goods" such as, but not limited to, CD players and recorders, DVD players and recorders, stereos, computers, printers, keyboards, and peripherals. Revenues from the recycling of Electronic Waste shall be accounted for separately from revenues from other Recyclable Materials.

1.1.30 **Food Waste.** "Food Waste" means solid waste comprised of animal, fruit or vegetable matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables, and compostable paper and fiber products used with food service.

1.1.31 **Franchise Documents.** "Franchise Documents" means the same exists or may be amended in the future of the Municipal Code of the City of Huntington Park and this Agreement.

1.1.32 **Franchise Fee.** "Franchise Fee" means that consideration paid by Contractor to the City as consideration for the grant of exclusive franchise effected by the Agreement and as described in Section 3.3.1 hereof.

1.1.33 **Green Waste.** "Green Waste" means any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.1.34 **Gross Receipts.** "Gross Receipts" means any and all revenue received from billings by Contractor based on Base Rates identified in the proposal response to

the City's RFP of Contractor or subsidiaries, parent companies or other Affiliates of Contractor for the Collection and transportation of Solid Waste pursuant to this Agreement, in accordance with generally accepted accounting principles, including, but not limited to, monthly customer fees for Collection of Solid Waste.

1.1.35 Hazardous Waste. "Hazardous Waste" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

1.1.36 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" shall mean that waste resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical,

or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.

1.1.37 Household Waste. "Household Waste" shall mean that waste normally generated by a Single-Family Residential Unit or a Multi-Family Residential Unit.

1.1.38 Infectious Waste. "Infectious Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens including, but not limited to, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs.

1.1.39 Materials Recovery Facility or MRF/TS. "Material Recovery Facility or MRF/TS" shall mean a fully permitted facility where Solid Waste, Recyclable Materials, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclable Materials, processing or composting, which facility may or may not include a transfer station that receives Solid Waste from collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations.

1.1.40 Maximum Rate Schedule. "Maximum Rate Schedule" means that schedule of rates charged to Residential Units and Commercial and Industrial customers located in the City by Contractor for Contractor's solid waste handling services, which Maximum Rates are effective as of the Effective Date of this Agreement and attached hereto at Exhibit A.

1.1.41 Multi-Family. "Multi-Family" means a development of three (3) or more Residential Units, including a condominium project, townhouse project, apartment house, or mobile home park, irrespective of whether residence therein is transient, temporary or permanent, such that all Residential Units dispose of Solid Waste and/or Recyclable Materials in a communal Bin(s) at centralized locations, except in certain circumstances whereby Multi-Family Residents may request Cart service as otherwise specified herein.

1.1.42 Oil Waste. "Oil Waste" means used motor oil and used oil filters.

1.1.43 On-call service. "On-call service" means Collection service provided by Contractor or by appointment that is not regularly scheduled. On-call service is initiated by a Customer by calling, emailing, or requesting the service in person at Contractor's office.

1.1.44 Organics Waste. "Organics Waste" means Food Waste and Green Waste, whether Collected separately or commingled into the same Bin, Cart or Roll-Off.

1.1.45 Owner. "Owner" means the person, organization or corporation holding the legal title to the real property constituting the Premises to which solid waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Contractor to an Owner, Contractor may regard as the Owner the person, organization, corporation or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.1.46 Premises. "Premises" means any parcel of land, building(s) and/or structure(s), or portion thereof, in the City where Solid Waste and/or Recyclable Materials are produced, generated or accumulated and which is billed as one customer or one Multi-Family complex.

1.1.47 Proposition 218. "Proposition 218" means Articles XIIIIC and XIIIID of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

1.1.48 Reasonable Business Efforts. "Reasonable Business Efforts" means those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such Person has undertaken to satisfy.

1.1.49 Recyclable Materials or Recyclables. "Recyclable Materials" or "Recyclables" interchangeably mean any product salvaged or collected for the purpose of reprocessing or remanufacturing including, but not limited to, Electronic Waste, glass, newsprint, aluminum, cardboard, paper, Green Waste, wood, plastics or metal. Recyclable Materials discarded or self-hauled by the Owner (including where the owner pays a fee or other consideration to have Recyclable Materials collected by another party) are considered Solid Waste pursuant to this Agreement and subject to the collection requirements of the Contractor.

1.1.50 Remodel. The term "Remodel" or "Remodeling" shall refer to any construction or demolition project (other than mere repair work) requiring the issuance of a building permit or such construction and demolition project that generates for disposal bulky structural items, appliances (household or commercial) like showers, tubs, toilets, ovens, stoves, cabinetry and built-in units, roofing materials, etc., and other C&D Material.

1.1.51 Residential Unit. "Residential Unit" shall mean any individual dwelling unit used for or designated as a single-family residential as either (i) a Single-Family Unit

or (ii) a single unit in a Multi-Family Unit. Residential Units shall include all units in residential dwellings up to three (3) units per location.

1.1.52 Roll-Off. The term "Roll-Off" applies to a Bin and means a metal container with a capacity of 10 to 42 cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

1.1.53 Solid Waste or Refuse. "Solid Waste" is synonymous with "Refuse" and means all solid wastes generated by residential, commercial, and industrial sources, and all solid waste generated at construction and demolition sites, which are collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include Hazardous Waste or any waste which is not permitted to be disposed of at a Class III landfill and which falls within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed "Solid Waste" consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially recyclable, if (i) the material is mixed or commingled with other types of Solid Waste, or (ii) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for Collection, removal, transportation, storage, processing, conversion, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent or affiliate of the service provider.

1.1.54 Solid Waste Enterprise. "Solid Waste Enterprise" means "solid waste enterprise" as defined in Public Resources Code Section 40193 (i.e., any individual, partnerships, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing solid waste handling services).

1.1.55 Solid Waste Handling. "Solid waste handling" or "handling" (or other form thereof) means: (i) "Solid Waste Handling" or "Handling" as defined in Public Resources Code Section 40195 (i.e., the Collection, transportation, storage, transfer, or processing of solid wastes) and Solid Waste disposal by a Solid Waste Enterprise defined in Section 40193 of the Public Resources Code, such as residential or commercial refuse Collection in packer-type vehicles by haulers whose core business is refuse Collection or the small-scale Collection and disposal of residential or commercial solid waste in any type of truck, trailer or vehicle; and (ii) the development and operation of Solid Waste facilities.

1.1.56 Single-Family. "Single-Family" means Premises used or designated for residential use and consisting of no more than one (1) Residential Unit, such that the Single-Family Residential Unit receives its own set of Carts and individual curbside Collection services, therefore. Single Family Premises include up to three (3) Residential Units for the purpose of this definition and provisions for collection in the Agreement.

1.1.57 Source Reduction. "Source Reduction" means the process of reducing the amount of waste produced by the person or organization generating such waste. Source Reduction occurs through the use of alternative goods and products and/or the reuse of goods and products.

1.1.58 Source Separated. "Source Separated" describes the segregation, by the generator, of materials designated for separate Collection for some form of materials recovery or special handling.

1.1.59 U-Waste. "Universal Waste" or "U-Waste" means all waste defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

1.1.60 Waste Diversion or Diversion. "Waste Diversion" or "Diversion" means to divert from Disposal Sites or Transformation facilities (as "Transformation" is described in Section 40201 of the Act, as may be amended) through source reduction, Recycling and composting, as provided in Section 41780 of the Act, provided that "Divert" or "Diversion" shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.1.61 White Goods. "White Goods" means inoperative and discarded refrigerators, microwave ovens, ranges, water heaters, freezers, and other similar household appliances, which are a subset of Bulky Wastes.

ARTICLE 2

GRANT AND ACCEPTANCE OF FRANCHISE

2.1 **Grant and Acceptance of Franchise**

Subject to the terms and conditions of this Agreement, City hereby grants to Contractor a Franchise to Collect, transfer, Transport, Recycle, process, and dispose of Solid Waste accumulating in the corporate boundaries of the City of Huntington Park, as presently existing or as such boundaries may be modified during the term of this Agreement, that is required to be accumulated and offered for Collection to Contractor in

accordance with this Agreement. Contractor hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.7, or as may otherwise be provided by federal or State law, the rights granted to Contractor under this Agreement shall be exclusive to Contractor. City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by Contractor.

City shall protect Contractor's exclusive rights by appropriate ordinances. Should City take administrative, law enforcement, or other legal action against any Person that infringes on Contractor's exclusive rights, Contractor shall reimburse City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Contractor from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 Effective Date

The Effective Date of this Agreement shall be XXXXXX XX, 2022.

2.4 Term of Agreement and Option to Extend Term

Unless earlier terminated in accordance with Article 11 of this Agreement, this Agreement shall continue in full force and effect until from and after the Commencement Date for a period of seven (7) years with an option for three (3) additional years based on satisfaction of the Performance Review in accordance with Section 7.1 of the Agreement. If said Performance Review is favorable to the City and Contractor, City shall grant and execute the option for three (3) additional years. Each three (3) years thereafter, City shall conduct a Performance Review to determine if Contractor is fulfilling its obligations under the Franchise Agreement. Based on satisfaction to the City of the Performance Review, Contractor shall be granted, and City shall execute additional option(s) for three (3) years. City shall give notice to extend the term of this Agreement in writing not later than six (6) calendar months prior to expiration of the previous term of the Agreement.

Within Ninety (90) Days of the anniversary date of any subsequent extensions provided herein and granted by City for a satisfactory Performance Review per Section 7.1, City may send notice to Contractor rescinding further extensions to the Term of the Agreement.

2.5 Conditions to Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

(a) **Accuracy of Representations.** Representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.

(b) **Absence of Litigation.** There is no litigation pending in any court challenging the award of this Franchise to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

(c) **Furnishing of Insurance and Bonds.** Contractor has furnished evidence reasonably satisfactory to City of the insurance and bonds required by Article 8 within 30 days of award of contract.

(d) **Effectiveness of the City Council Action.** City's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date of this Agreement.

2.6 Propositions 218 and 26 Release

City intends to comply with all Applicable Laws concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith determination that the Maximum Service Rates for the Solid

Waste Collection Services provided under this Agreement are NOT subject to California Constitution Articles XIIIIC and XIIIID because, among other reasons, such services are provided by a private corporation and not by City, and Contractor independently establishes the rates for services within the limits established in this Agreement.

Accordingly, Contractor agrees to hold harmless and release the City indemnitees from and against any and all claims Contractor may have against the City indemnitees resulting from the Maximum Service Rates provided for under this Agreement or in connection with the application of California Constitution Article XIIIIC and Article XIIIID to the imposition, payment, or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

2.7 Limitations on Scope of Franchise

The Franchise granted to Contractor shall be exclusive except as to the categories of Solid Waste listed in this Section. The granting of this Franchise shall not preclude the categories of Solid Waste listed below from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City that is otherwise required by law:

- (a) Recyclable Materials source separated from Solid Waste by the Customer and for which the Customer sells or is otherwise compensated by other Persons in a manner resulting in a net payment to the Customer;
- (b) Recyclable Materials and Organics that are source separated at any Premises by the Customer and donated to youth, civic, or charitable organizations;
- (d) Construction and Demolition Waste that is only removed by a solid waste enterprise (as that term is defined in the Public Resources Code) authorized by City to provide such service;
- (e) Self-Haul of Recyclable Materials and Organic Materials, which is removed from any Single-Family Premises by the Customer, and which is Transported personally by the Single-Family Residential Customer off such Premises to a processing or Disposal Facility;
- (f) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 et. seq., California Public Resources Code;
- (g) Landscape and pruning waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor utilizing its own equipment and employees as an incidental part of a total service offered by the Contractor rather than as a hauling service;
- (h) Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- (i) By-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- (j) Collection services related to take-back programs in which manufacturers or retail

establishments accept extended responsibility for Recycling goods produced or sold;

- (l) Organic Waste that is composted or otherwise managed at the site where it is generated or at a Community Composting site; and,
- (m) Hazardous Waste, medical waste, and radioactive waste, regardless of its source; and,
- (o) The casual or emergency Collection, removal, Disposal or diversion of Solid Waste by City through City officers or employees.

City may enter into agreements with other entities for the Solid Waste and Recycling services not provided for in this Agreement, including but not limited to, Disposal of street sweeping debris and processing of landscaping and pruning waste from City landscaping maintenance operations, contract services, and "niche" Recycling services for donation or payment to a Customer.

This grant to Contractor of an exclusive Franchise, right and privilege to Collect, Transport, or process and Dispose of Solid Waste shall be interpreted to be consistent with State and federal laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing State and federal laws with regard to Solid Waste handling, exclusive franchises, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment of new laws or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Contractor agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Contractor to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.8 City's Right to Direct Changes

2.8.1 General

City may direct Contractor to perform additional services (including new diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new Collection methods, different kinds of services and/or new requirements for Customers, and

alternative rate structures are included among the kinds of changes that City may direct. Contractor shall be entitled to an adjustment in the Approved Rate Schedule for providing such additional or modified services, if Contractor demonstrates that its cost of service would increase.

2.8.2 New Diversion Programs

Contractor shall present, within 30 days of a request to do so by City, a proposal to provide additional or expanded diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.);
- Equipment to be utilized (vehicle number, types, capacity, age, etc.);
- Labor requirements (number of employees by classification);
- Type of Containers to be utilized;
- Provision for program publicity/education/marketing; and,
- Three-year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

2.9 Ownership of Solid Waste

Once Solid Waste is Collected, ownership and the right to possession shall transfer directly from the Customer to Contractor by operation of this Agreement. Subject to Contractor's objective to meet the source reduction and Recycling goals which apply to City and City's right to direct the Contractor to process and dispose of Solid Waste at a particular licensed Solid Waste Facility or to dispose of Solid Waste at the particular licensed Approved Disposal Facilities, if and only if City exercises such right by providing specific written direction to Contractor, Contractor is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.

Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or Reuse the Solid Waste, Organic Materials, and Recyclable Materials which it Collects. Solid Waste, Organic Materials, and Recyclable Materials, or any part thereof, which is disposed of at one of the Approved Disposal Facilities or other Approved Facility shall become the property of the Owner or operator of the Approved Disposal Facility(ies) once deposited there by Contractor. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so; however, nothing in this

Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

2.10 Representations and Warranties

2.10.1 Contractor Status

Contractor represents and warrants that it is (1) duly organized, (2) validly existing and in good standing under all Applicable Laws, (3) duly licensed and qualified to transact business in the State of California, and (4) has the power to provide services as required by this Agreement.

2.10.2 Contractor Authorization

Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Contractor (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor have authority to do so. Contractor shall authorize one employee as a single point of contact for City for issues arising under this Agreement. City may accept that this employee's actions are taken on behalf of and with the full approval of Contractor.

2.10.3 Contractor's Investigation

Contractor represents and warrants that it has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Agreement and the work to be performed by it.

2.11 Annexations

This Agreement extends to any territory annexed to City during the term of this Agreement which is not within the service area for another Solid Waste enterprise which qualifies under Public Resources Code Section 49521 to continue to provide Solid Waste services. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this section.

2.12 Business License

Contractor and any subcontractors shall annually obtain a City of Huntington Park business license. No contracts for services provided in City shall be awarded to any vendor until such business license has been obtained, and all fees paid therefore, by the vendor and the subcontractors.

2.13 CalRecycle Regulations

The Parties acknowledge that, pursuant to SB 1383, CalRecycle has developed Regulations for Short Lived Climate Pollutants, which are proposed to be added as Chapter 12 to Division 7 of Title 14 of the California Code of Regulations, with additional modifications existing regulations in Title 14 and Title 27 of the California Code of Regulations ("Proposed Regulations"). The most recent draft was released April 20, 2020, and is anticipated to be adopted by the end of 2020. Certain of the Regulations cited in this Agreement are included in the Proposed Regulations, and are not yet effective as of the date of this Agreement. In the event that the Proposed Regulations are not adopted by CalRecycle, or that the provisions adopted by CalRecycle differ substantively from those included in the April 20, 2020 draft, the Parties shall meet and confer in good faith to make any conforming revisions to provisions of this Agreement that cite or are based on those Regulations.

ARTICLE 3 DIRECT SERVICES

3.1 Direct Services

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous, and high-quality Solid Waste Collection at all times.

3.1.1 Residential – Single Family Dwellings (up to three [3] units) Solid Waste Handling Services

Pursuant to SB 1383 Regulations (14 CCR § 18984.1), using the Standard Compliance method, Contractor shall implement a weekly, automated, Three (3) Container Collection System (Blue, Green, And Gray Cart); plus, a Food Waste for the separate Collection of Source Separated Recyclable Materials, Source Separated Green

Container Organic Waste (SSGCOW), and Gray Container Waste, as specified below:

- (A) Blue Container Collection (RECYCLABLES): Contractor shall provide each residential Customer with a single Blue Container for Collection of Source Separated Recyclable Materials and shall provide weekly collection service for the source separated recyclables, consistent with the standards set forth herein. Contractor shall transport the Source Separated Recyclable Materials to (i) a CalRecycle permitted Source Separated Recyclable Materials Processing Facility; or (ii) a CalRecycle permitted Transfer Facility for Transfer and Transport to a duly permitted, Source Separated Recyclable Materials Processing Facility. The standard Blue Cart shall have a capacity of approximately ninety-six (96) gallons; but smaller, sixty-four (64) gallon size carts shall be made available upon Customer request;
- (B) Green Container Collection (ORGANICS): Contractor shall provide each residential Customer with a single Green Container for Collection of SSGCOW (which shall permit Food Waste and Yard Trimmings, as well as any other organic materials identified by CalRecycle for inclusion into this category), and shall provide weekly collection service for the SSGCOW, consistent with the standards set forth herein. Contractor shall Transport the SSGCOW to (i) a CalRecycle permitted Organic Waste Processing Facility; or (ii) a CalRecycle permitted Transfer Facility for Transfer and Transport to a duly permitted Organic Waste Processing facility. The standard Green Cart shall have a capacity of approximately ninety-six (96) gallons; but smaller, sixty-four (64) gallon size carts shall be made available upon Customer request;
- (C) Gray Container Collection (REFUSE): Contractor shall provide each residential Customer with a single Gray Container for Collection of Gray Container Waste (which shall include carpet and textiles), and shall provide weekly collection service for the Gray Container Waste, consistent with the standards set forth herein. Contractor shall Transport the Gray Container Waste to (i) a CalRecycle permitted Disposal Facility; or (ii) a CalRecycle permitted Transfer Facility for Transfer and Transport to a duly permitted Disposal Facility. The standard Gray Cart shall have a capacity of approximately ninety-six (96) gallons; but smaller, sixty-four (64) gallon size carts shall be made available upon Customer request;

3.1.2 Additional Cart Pricing and Alternative Cart Sizes

As stated above, each Customer at a Single-Family Dwelling (properties up to

three [3] units) will be furnished with one Cart per color designation, as detailed above.

However, additional carts shall be available upon request.

Customers who request an additional (or second) Refuse Container shall be charged fifty percent (50%) of the residential cart service rate as set forth in Exhibit A. Contractor may charge Customers for additional ninety-six (96) gallon Gray Containers (above two) at rates that do not exceed the maximum rates set forth in Exhibit A. Additional Blue Containers, as well as Green Containers, shall be provided at no additional cost.

In addition, as an alternative to the standard ninety-six (96) gallon Carts described above, any Customer may request, and upon request shall receive from Contractor, a sixty four (64) gallon size Cart in any of the three (3) standard color variants of Gray, Blue, or Green, which in the case of the Gray Container, will be available at a reduced price, as set forth in Exhibit A, with an additional, or second, Grey cart, available for fifty (50%) of the standard rate for a sixty-four (64) gallon cart. An additional sixty-four (64) gallon, or thirty-two (32) gallon, Blue Container, as well as Green Container, shall be provided at no additional cost. Contractor may charge Customers for additional sixty-four (64) gallon Grey Carts (above two) at rates that do not exceed the maximum rates set forth in Exhibit A.

3.1.3 Curbside Cart Placement

Wherever feasible, Customers shall be directed by Contractor to place Carts for Collection either in the street gutter, against the curb, in front of their Premises, or adjacent to their Premises in the alley or easement at the rear of their Premises. If a Customer and Contractor cannot agree upon a Collection location, or if City determines the selected location may cause safety or other concerns, City may make the final determination of the Collection location.

3.1.4 Cart Usage Guidelines/Instructional Pamphlet

Contractor shall prepare and make available to Customers Instructional Pamphlets and other such materials, providing guidelines on segregating waste materials (including Food Waste) according to the three (3) color-coded carts specified above, for placement of each respective type of waste material into the proper container for collection by Contractor. Contractor shall be responsible for processing each respective type of waste material at a duly permitted facility for processing and disposal pursuant to CalRecycle standards.

Upon enrollment of any new Customer, said educational materials will be mailed to Customer; and a Tutorial Packet containing such materials will be attached with the Gray Container upon delivery.

Contractor shall Collect Refuse delivered for Collection by Single-Family Customers and Multi-Family Customers not receiving Bin service not less than once per week. Collection shall occur on Wednesdays and Thursdays, as shown on the map attached hereto as Exhibit X. Collection shall be semi-automated, such that Contractor may be required to manually position Customer Carts as needed to ensure that Containers are properly Collected and returned to the appropriate location after Collection so as not to impede parking or traffic. The designated Collection location of Containers, if disputed by the Customer or Contractor, shall be determined by City.

Additionally, if in City's opinion the existing Collection location is inappropriate, City may require the Customer and/or Contractor to relocate the Collection location. Contractor shall replace all Carts (Refuse, Recycling and Organic Materials) with lids closed and placed upright after emptying them.

Contractor shall provide all Customers receiving Curbside Collection Service with one 96-gallon Refuse Cart, one 96-gallon Recyclables Cart, and one 96-gallon Organics Cart. Customers may request a smaller 64-gallon Refuse Cart. See Section 4.7.4.1 for Cart selection procedures. Additional Refuse Carts may be requested for a monthly fee per Cart in accordance with the approved rate schedule.

Collection frequency shall be not less than once per week from Contractor-provided Refuse Carts placed at a suitable location, which is typically on the street adjacent to the curb or along an alley with street access at both ends, unless otherwise approved by the Executive Director. If there is a dispute between a Customer and Contractor as to whether Refuse Cart or Bin Service shall be provided, or the proper location for Refuse Cart placement, City will make the final determination.

3.1.5 Processing of Residential Refuse

Contractor shall process the Residential Refuse Cart to recover Recyclable Materials by sending the material to one of the Approved Facilities for processing if necessary to meet the diversion requirements in Section 3.8.

3.1.6 Backyard Service for Disabled Customers

Customers physically unable to roll their automated Carts to the point of collection may request Backyard Service. Such Customer requests for Backyard Service shall be

subject to City and Contractor approval. An annual verification process will be initiated, providing evidence of physical disabilities. City and Contractor will utilize the California Department of Motor Vehicles handicap license as evidence of physical disability. If the Customer does not possess a driver's license then City and Contractor shall determine another method of verification.

Backyard Service means that Contractor removes all Collection Carts, Green Waste bundles and Refuse Cart overages as specified herein, from a Cart Customer's designated Collection location other than curbside, such as backyard, side yard, or driveway, for Collection, and returns Carts when Collection is complete.

3.2 Commercial and Multi-Family Solid Waste Handling Services

3.2.1 Bin Services

Contractor shall provide Bin service to Commercial/Industrial Customers as well as to Multi-Family Customers that use Bins. Contractor shall Collect and remove all Refuse that is placed in Bins from Multi-Family, Commercial and Industrial Properties receiving Bin service, at least once every week or more frequently if required to handle the waste stream of the Premises where the Bins are located.

Customers that require twice per day Collection shall be charged as though they had twice the number of Containers being Collected once per day.

Customers may lease from Contractor or third parties compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of this Agreement. However, collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.7, and are priced accordingly, at rates that do not exceed the Maximum Rates set forth in Exhibit A.

3.2.1.1 Locking Bins

Contractor may charge for locking Bin service at rates that do not exceed the Maximum Rates set forth in Exhibit A. No additional fees shall be permitted for provision or installation of the lock.

3.2.1.2 Scout Service/Push-Out Service

Contractor may not charge an additional fee for scout service, whereby a second vehicle is used to position the Container for Collection, or push-out service, whereby the driver must move the Container a significant distance for Collection.

3.2.2 Roll-off Box Service

Contractor must provide Permanent and Temporary Roll-off Box Services to all Customers requesting such service at rates not to exceed the maximum rates set forth in Exhibit A. Customers may lease from Contractor or third parties compactor Roll-off Boxes. The provision of compaction equipment is outside the scope of this Agreement. Collection from these compactor Roll-off Boxes remains within the scope of this Agreement, unless otherwise excluded per Section 2.7, are priced accordingly, at rates that do not exceed the Maximum Rates set forth in Exhibit A.

3.2.3 On-Call Bulky Waste Pick-Up

Contractor shall provide Bulky Waste pickup service to all Customers within the City. Customers shall be instructed to provide Contractor with forty-eight (48) hours' notice, and the items will be Collected on the Customer's regular Collection day.

Bulky Waste Collected by Contractor may not be landfilled until the following hierarchy has been followed by Contractor:

- (a) Reuse as is (if energy efficient)
- (b) Disassemble for Reuse or Recycling
- (c) Recycle
- (d) Landfill

This hierarchy precludes the use of front-or-rear loading packer vehicles for bulky goods unless the compaction mechanism is not used to compact the Bulky Goods, and unless they have been designated for Disposal.

3.2.3.1 Single and Multi-Family Customers Bulky Waste Pickups

Single and Multi-Family Customers, whether Bin or Cart Customers, are entitled to four (4) Bulky Waste pickups per dwelling unit per year at no additional

charge, with additional pickups Billed at rates that do not exceed those in the Approved Rate Schedule. Customers may place up to six (6) items out for Collection per pickup.

3.2.3.2 Commercial Customers

Contractor may charge Commercial Bin and Cart Customers for Bulky Waste pickups at rates that do not exceed those in the Approved Rate Schedule, based on the number and type of items. Timing and place of pickup shall be arranged so traffic and sidewalks are not obstructed prior to or during pickup.

3.2.4 Commercial Container Overflow Procedures

3.2.4.1 Service Level Upgrade

Customers using Bins, Roll-Off Boxes, and Commercial Carts that regularly produce more Solid Waste than their current level of service can accommodate, may have their service level increased in accordance with the following procedure:

First Incident in Three Month Period – If more material is placed for Collection than fits in a Container, Contractor shall photograph the overflowing Container, Collect the Solid Waste, contact the Customer by phone or in person and speak with the Customer about the situation, and send to the Customer (at both the service and billing addresses) the picture and a letter instructing that the next instance of an overflowing Container may result in an increase in the level of service.

Second Incident in Three Month Period – Upon the second event of an overfilled Container in a three-month period, Contractor shall photograph the overflowing Container, Collect the Solid Waste, contact the Customer by phone or in person and speak with the Customer to discuss about the situation, and send to the Customer the picture and a letter instructing that a third incident in that same three -month period will result in an increase in the level of service.

Third Incident in Three-Month Period – Upon the third event of an overfilled Container in a three-month period, Contractor shall photograph the overflowing Container, Collect the Solid Waste, contact the Customer by phone or in person and speak with the Customer to discuss about the situation, and send to the Customer the picture and a letter documenting the third incident. Thereafter, Contractor is authorized to deliver the next larger-sized Container, or an additional Container, or increase frequency of Collection, as best addresses Collection needs, to the Premises, and to adjust the service rate to reflect the higher service level as appropriate.

3.2.5 Temporary Bin Service

Contractor shall provide Temporary Bin Service to all Customers requesting such service, including service for Third-Party Owned/Managed Events.

3.3 Recycling Services

3.3.1 Residential Recycling Service

Contractor shall provide weekly Recycling Collection to all Residential Cart Customers on the same day as Refuse Collection, using the Blue Recycling Carts. Contractor will make available one or more additional Recycling Carts to Customers who regularly Recycle more than will fit into their existing Recycling Cart(s). No extra fee will be charged for Recycling service. Customers will not be charged for additional Recycling Carts. Contractor shall Collect and remove all Recyclable Materials placed in Recycling Carts for Collection.

3.3.2 Commercial Recycling

Contractor agrees to provide both single-stream and comingled source separated Recycling Collection service to all Refuse Bin service and Commercial Cart Customers requesting it from Contractor at rates not to exceed the maximum rates set forth in Exhibit A. Contractor may purchase Recyclable Materials from its Customers as well, should the material value exceed the cost of service. Contractor agrees to provide Recycling Bins or Carts to Bin Refuse Customers in sufficient quantities to meet the Recycling needs of each Customer.

Source separated Recycling provided under this section shall be Collected on a separate route from mixed Refuse.

Contractor shall make programs available for all other Recyclable Materials for which it has established markets.

Contractor shall notify all Customers via a mailed flyer each year of the availability of Recycling Collection programs.

To assist City in meeting the requirements under AB 341 and related legislation, Contractor must have a Recycling program and incentives whereby, at a minimum, Contractor Collects Recyclable Materials as well as Construction and Demolition Debris.

Contractor agrees to promote and provide Multi-Family, Commercial and Industrial Recycling Programs at the cost in Exhibit A and notify City in the event of refusal by Customer to subscribe for Recycling Collection.

3.3.3 Construction and Demolition Waste Recycling

Contractor shall make reasonable efforts to prevent Construction and Demolition Waste that is suitable for Recycling from being landfilled, by adherence to the following:

- Following City's Construction and Demolition Debris Diversion requirements of the Municipal Code;
- Transporting all Construction and Demolition Waste loads to a Materials Recovery Facility where they will be processed for Reuse, or, if materials have been source separated, they may be taken directly to a construction and demolition materials facility for Reuse;
- Inquiring of all Roll-off Box Customers as to the type of Solid Waste to be generated, instructing all potential Construction and Demolition Waste generators regarding how to divert such materials, and providing instructional literature with alternative processing Facility contact information;
- Contacting contractors on a list provided by City annually to educate them on Construction and Demolition Waste diversion;
- Complying with CalRecycle and California Green Building Standards Code (CalGreen) requirements for the processing and diversion of Construction and Demolition Waste material and land clearing material; and
- Diverting a minimum of 65 percent for Construction and Demolition Waste material or the minimum diversion standard specified by CalGreen, whichever is greater.

3.3.4 Universal Waste

Contractor shall instruct Customers not to set out Universal Waste for Collection except through authorized programs included in this Agreement, which are specifically tailored for the Collection of such items, including sharps Collection and Bulky Waste

Collection. Contractor will utilize Facilities to process Universal Waste at its cost and in compliance with all existing regulations regarding Universal Waste. Contractor will issue warnings to Customers who inappropriately place Universal Waste in Containers for Collection of Refuse, Recyclable Materials, or Organic Materials, and shall tag and not Collect Universal Waste improperly placed for Collection if identified prior to Collection.

In the event that Contractor Collects improperly set-out Universal Waste, Contractor is responsible for disposing of it at a properly permitted facility.

3.4 Organic Materials Programs

3.4.1 Residential Organic Materials Collection

Contractor shall provide weekly Collection of Organic Materials on the same day as Refuse and Recycling Collection to all Residential Cart Customers, using the Green Organic Waste Carts. Contractor shall make available one or more additional Organic Materials Carts to Customers that regularly separate more Organic Materials than will fit in their current Cart(s). Customers will not be charged for additional Organics Carts. Organic Materials Collection will be made available pursuant to this Section to all Residential Refuse Cart Customers.

As part of its Residential Organic Materials Collection program, Contractor agrees to develop and implement a Residential Organics Materials program that includes Food Waste, as required by SB 1383 and the Proposed Regulations, by January 1, 2022. The Residential Organics Materials program that includes Food Waste shall comply in all respects with SB 1383, including the applicable Regulations adopted by CalRecycle. The program shall be provided to all Residential Services Customers, in consideration of the rate adjustment specified in Section 5.6. No additional fees shall be imposed. In the event that CalRecycle does not require implementation of the Residential Organic Materials program that includes Food Waste, Contractor shall have no obligation to do so.

Contractor shall provide on-going public education and outreach to Customers regarding the program, including but not limited to instructions on changes to the Organic Materials program, what materials may be placed in the Organic Materials Carts, and any other information required by CalRecycle. Contractor shall initially provide door hangers, or direct mail piece, to be approved by City, and shall continue to provide Customer outreach throughout the term.

Contractor will divert Collected Organic Materials from Disposal, providing end uses that maximize diversion credit in accordance with CalRecycle guidelines.

Residential Organic Materials Customers who place unacceptable Organics Waste into the Organic Materials Container will be handled in accordance with the procedures set forth in Section 3.4 with respect to the placement of non-Recyclable Materials into the Recycling Container.

3.4.1.1 Residential Organic Materials Collection Program Options to Include Food Waste Diversion

Contractor will implement an Organic Materials program where the Food Waste is placed in the current Green Waste Container and diverted from Disposal per the diversion guidelines in SB 1383. Refuse and Recyclable Materials will continue to be Collected in separate Containers.

3.4.2 Commercial Organic Materials Collection

3.4.2.1 Collection

Contractor shall Collect, process, and divert Organic Materials from Commercial and Industrial Premises. Contractor shall provide a program sufficient to enable City and Commercial Customers to meet or exceed the requirements of Public Resources Code Sections 42649.81 and 42649.82 and the Proposed Regulations.

Contractor shall tailor the appropriate program to accommodate the waste generation and space constraints of each Commercial Customer, if practicable to do so.

Contractor shall offer the following options, all-inclusive in this program:

Organic Materials Cart: Commercial Customers that have the space for an additional Cart will have the option to receive a 65-gallon Commercial Organic Materials Cart for Collection (Container colors must comply with the color requirements in SB 1383) at rates not to exceed the maximum rates set forth in Exhibit A.

Two-yard Organic Materials Bin: Commercial Customers that have the space and need for a larger Container will have the option to receive a two-yard Organic Materials Bin for Collection (Container colors must comply with the color requirements in SB 1383) at rates not to exceed the maximum rates set forth in Exhibit A.

Customers that are exempt from the requirements of SB 1383 or are otherwise compliant per approved Organic Waste diversion programs such as being a Self-Hauler

of Organic Waste, utilization of a Food Recovery Organization or Food Recovery Service, or use of any SB 1383 compliant Organic Waste diversion programs, will not be required to pay for Organic Materials extraction and will continue to be charged at standard Commercial Refuse Bin rates.

3.4.2.2 Site Visits, Education and Outreach

Six months prior to the Commencement Date, Contractor will provide an outreach plan to City for approval, which establishes a site visit schedule for Contractor representatives to visit each Commercial Customers' Premises for the purpose of assessing levels of Organic Materials generation, assessing when Organic Materials Collection service must be established to meet the requirements of Public Resources Code Section 42649.81, and encouraging all Commercial Customers to establish Organic Materials Collection service. Contractor will also notify Customers of rate impacts under the new Approved Rate Schedule and opportunities to reduce costs by subscribing to Recycling and Organic Materials service to reducing Refuse service.

Contractor will contact Commercial Customers and provide site visits according to the approved schedule. Contractor will also provide a site visit to any Commercial Customer that requests a site visit. Beginning January 1, 2021, and annually thereafter, Contractor representative will follow up with Commercial Customers not subscribing to the Organic Materials Collection service who are required under MORe or SB 1383 Requirements to participate. The Contractor representative shall assist Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Materials for Collection and processing as set forth in Section 3.3.2.1, and attempting to resolve any logistical detriments to providing Organic Materials Collection service.

Contractor will incorporate education regarding Organics Recycling and the State requirements into materials produced under Section 4.3, and will develop its own Organic Materials-specific instructional manual for use in educating participating Customers. All participants shall receive ongoing, on-site training from Contractor for management, kitchen staff, service employees, janitors, etc. Contractor will create and distribute a letter to all Commercial Customers. Additional materials may include instructional posters, brochures, or other formats as mutually agreed to by City and Contractor. As with all outreach material, all items must be submitted for review and approval by City prior to distribution.

On a monthly basis, Contractor will provide to City an updated Mandatory Commercial Recycling ("MCR") and Mandatory Organics Recycling ("MORe")

Activities Worksheet in a format approved by City staff, and any future SB 1383 worksheets provided by CalRecycle.

3.4.2.3 Contamination

Contractor shall perform contamination monitoring, route reviews, and inspections in compliance with the CalRecycle requirements under SB 1383, and provide results of all SB 1383 related activities to the City as part of the monthly reporting and record keeping.

Commercial Customers that place unacceptable Organic Materials or other items that cannot be Recycled such as textiles into the Organic Materials Container(s) will be handled in accordance with the procedures set forth in Section 3.4 with respect to the placement of non-Recyclable Materials into the Recycling Container.

3.4.2.4 Processing

Contractor shall process recovered Organic Materials in a manner that maximizes diversion credit for City in accordance with CalRecycle regulations and complies with all processing facility requirements under SB 1383.

3.4.2.5 Records and Reports

Contractor shall maintain records and provide reports to City, at no additional cost, of:

- Commercial and Multi-Family Customers that do and do not participate in an Organics program, whether the Organic Materials program is provided by Contractor or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise diverts Organic Waste);
- Which Customers are required to participate in an Organics Recycling program per Public Resources Code Section 42649.81;
- Records of Customer site visits, with outcome of each visit;
- Source separated Organic Materials tonnage Collected from Commercial and Multi-Family Customers, separately identifying Green Waste and Food Waste if collected separately;

- Commercial and Multi-Family Customers participating in Food Recovery programs;
- Commercial and Multi-Family Customers using third-party Recycling services;
- Additional information that may be requested by the State/CalRecycle related to Recycling and Organics programs.

3.4.2.6 Organic Materials Recycling Program Cost

The full compensation to Contractor to provide the Residential Organic Materials program as described in Section 3.3.1 and the Commercial Organic Materials program as described in Section 3.3.2 is included in the rates authorized in the Approved Rate Schedule. Organic Materials Carts and Bins, public outreach, and all other elements of this program are to be provided at no additional cost. Participation in this program is anticipated to increase over time and has been factored into the rates, and no further compensation adjustment shall be implemented.

3.4.3 Roll-off Box Organic Materials Collection Service

Contractor shall make Collection of Permanent Roll-off Box Service for Organic Materials available to all Customers at rates not to exceed the maximum rates set forth in Exhibit A.

3.4.4 Holiday Tree Collection Program

Contractor shall advertise, and conduct, an annual holiday tree Collection and Recycling program. The program shall include curbside Collection from Single-Family and Multi-Family Cart and Bin Customers. The collection period shall be from the first Collection day immediately following December 25, and ending on the third Saturday in January. The Contractor shall reasonably cooperate with City in the scheduling and operation of the holiday tree Collection program. Trees must be cut into lengths no longer than seven feet. All trees shall be diverted unless they include ornaments, flocking, garland, tinsel, or stands.

3.4.5 End Uses for Organic Waste

Contractor shall divert Organic Waste from Disposal. Contractor must provide end uses for Organic Waste that maximize diversion credits for City according to regulations established by CalRecycle.

3.4.6 Food Rescue and Donation Program

Contractor shall assist the City in identifying potential Edible Food donors and shall coordinate food rescue and donation efforts with each Customer deemed to generate Organic Waste as required by CalRecycle. Contractor will work with food generating establishments to capture any currently unreported donation efforts, create educational outreach material to food service sales representatives and food generating establishments, and add information on food non-profits on the Contractor's City-dedicated website. Contractor shall also assist with Edible Food recovery at the City Owned/Managed events per Section 3.6.3.

3.5 Warning Notice

Contractor shall warn Customers who have non-Recyclable Materials in their Recycling Container, Non-Organic Materials in their Organic Materials Container, or Organic Materials or Recyclable Materials in their Refuse Containers as required by CalRecycle under SB 1383. Contractor must leave instructive warning notices on the contaminated Containers, indicating the issue, and how to correct it. The format of the warning notice must be approved by City.

For Bin Customers, the notice must also indicate that the Customer will be charged a contamination fee if the behavior is not corrected. If, after three written warnings in a six-month period, the Bin continues to be contaminated, a contamination fee may be charged in an amount that does not exceed that authorized in the Approved Rate Schedule.

Contractor shall report monthly to City any warning notices issued, including the Customer name, service address, the date contamination was observed, the Person who conducted the inspection, any photographic evidence of the violation that was obtained, and any other information reasonably requested by the City. Contractor will also provide copies of written notices to the City on a monthly basis.

3.6 Commercial Mixed Waste Processing

Contractor may process all mixed Commercial Bin and Roll-off Box Refuse to recover Recyclable Materials from Customers who do not participate in Contractor's

separate Recycling program and are not otherwise in compliance with the Mandatory Commercial Recycling Requirements. This program shall be conducted at no additional cost to City or ratepayers. Contractor will be required to process all mixed Commercial Bin and Roll-off Box Refuse at no additional cost to City or ratepayers if the Contractor diversion requirement specified in Section 3.8 is not achieved or if the City is referred to the CalRecycle Jurisdiction Compliance Unit ("JCU") for not achieving compliance with AB 341 or any other Applicable Laws.

3.7 City Services

3.7.1 City Facilities Collection

Contractor shall Collect and dispose of all Solid Waste generated and Recyclable Materials and Organic Materials accumulated at Premises owned and/or operated by City at no additional charge, including Bulky Waste items placed for Collection by City. Such Premises include, but are not limited to, the City Facilities listed on Exhibit X, offices, parks, street maintenance operations, and street litter Containers. Collections shall be scheduled at a time mutually agreed upon by Contractor and City. Contractor will provide all Containers required.

3.7.2 Abandoned Item Collection

Contractor shall Collect Abandoned Items from the public rights-of-way, at City parks, and other public locations, within twenty-four (24) hours of notification to Contractor's customer service department or by City at no additional charge.

3.7.3 Weekly Bulky and Abandoned Item Sweeps

Contractor shall Collect (at no charge to City) Bulky and Abandoned Items identified by City and Contractor personnel during Contractor's daily sweeps of all main City thoroughfares. Contractor shall have adequate vehicles available to perform the services outlined in this Section.

3.7.4 City Owned/Managed Events

Contractor shall provide Solid Waste, Recycling, and Organic Materials Collection and portable restroom services at City Owned/Managed events each year as may be requested by the City. This shall include providing Containers to Collect and Dispose of all Solid Waste, using waste boxes, waste box liners, Roll-off Boxes and Bins, and providing Containers to Collect source separated Recyclable Materials and Organic

Materials, as well as providing portable restrooms and sinks. In the event of any dispute between Contractor and City over the number and type of such Containers, equipment, restrooms and signs, the decision of the City Manager shall be final.

Contractor shall also provide signage for display as to what can be placed in source separated Recyclable Materials and Organic Materials Containers. Contractor shall also assist with Edible Food recovery at the events. Contractor shall provide these services at no additional cost to City or the ratepayers. Such events include, but are not limited to, those listed in Exhibit X, and any additional community events that are owned, planned, and managed primarily by City staff.

3.7.5 Emergency Collection and Disposal Service

Six months prior to the Commencement Date, Contractor shall prepare an updated draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, fire, or other similar event. The disaster plan shall address priorities for cleanup at critical facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be Transported to the landfill. Contractor shall coordinate the plan with City's emergency service teams. The draft plan shall be presented to the City Manager for consideration and approval. The final plan shall be distributed to those employees of Contractor and City who would have a role in implementing it in the event of a disaster.

If requested by City, Contractor shall provide annual training to select City staff on how the emergency Collection and Disposal service would occur in event of an emergency.

In the event of an emergency or natural disaster, and when requested by the City Manager, Contractor shall provide City with the equipment and labor required to collect, cleanup, and remove debris resulting from the emergency or natural disaster. Contractor shall use commercially reasonable efforts to dispatch the requested equipment and labor to City as promptly as practicable following the request by the City Manager.

Contractor agrees that, in the event that Contractor is unable to respond within the time period requested by City for Collection, cleanup and removal of debris resulting from an emergency or natural disaster, City shall have the right to engage other persons, firms, and entities to Collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the earlier of the date such Collection, cleanup and removal is complete or thirty (30) days following the original request from City.

At the time when Contractor's work may continue following a natural disaster, Contractor will cooperate with City to implement the disaster debris cleanup implementation plan. This plan shall identify Contractor's plans for maximizing the amount of Recyclable Materials diverted from the waste and debris created by the disaster and to identify and secure Disposal Sites and capacity for such waste.

City shall pay Contractor for the services provided pursuant to this section in accordance with the Approved Rate Schedule. Contractor's requests for payment for these services shall be accompanied by a full accounting of the labor hours, vehicle usage, Disposal costs, and any other costs incurred by Contractor for which Contractor is seeking payment. City reserves the right to audit Contractor's books and records to ascertain the accuracy of Contractor's costs.

3.7.6 Sharps Collection Program

Contractor shall provide Sharps Waste Containers to requesting Residential Customers, both Single and Multi-Family Cart and Bin Customers. Containers will be delivered to residents' door within one week of request, at no additional charge. Sharps Waste Containers shall be pre-paid mail back Containers. Contractor may additionally or alternatively arrange for door-to-door Collection of such Containers through this program; however, Contractor shall continue to deliver Sharps Waste Containers to residents' door. "Sharps Waste" includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications or medical testing. Contractor will develop and distribute public education materials to promote this program, including promoting this program through its website and other outreach activities targeting seniors. This program will be provided at no additional charge to City or Customers.

3.8 Containers

3.8.1 Carts

3.8.1.1 Residential Cart Distribution

Contractor shall notify all Residential Cart Customers of any new rate structure and Cart options. Contractor must obtain City approval of the notice and information to be sent prior to distribution. The notice will provide Customers with information regarding how to request a change to their existing Cart size.

Contractor shall be responsible for Cart repair and maintenance, and replacing lost, stolen, or damaged Carts where needed at no additional charge to the Customer or to City in accordance with Section 3.7.3.

Customers may request one Cart exchange at no charge each year. After one exchange per year, Customers may request Cart at rates not to exceed the maximum rates set forth in Exhibit A. One Cart, or multiple Carts, and Cart types (Refuse, Recycling, and Organic Materials) may be exchanged simultaneously.

Contractor shall comply with CalRecycle Cart replacement requirements under SB 1383, including but not limited to, color and labeling requirements.

Contractor shall maintain current records of the number and size of Refuse, Recycling, and Organic Materials Cart(s) used by each Customer for annual reporting purposes.

3.8.1.2 Cart Requirements and Specifications

The Carts provided by Contractor shall meet the Cart design and performance requirements as specified below, as well as any additional requirements under SB 1383, and are subject to City approval for use under this Agreement.

Contractor shall initially provide brand new Carts for Residential Refuse, Recycling and Organic Materials Collection; and thereafter, Contractor shall provide new, or like new, replacement carts, as needed. All replacement Carts shall be 96 gallons, unless the Customer requests a smaller size. References to Cart sizes of 32, 64, and 96 gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40 gallons;
- 60 to 70 gallons; and
- 90 to 101 gallons.

Depending on their size, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)/Minimum Load Capacity (Pounds)

- 90-101: 200
- 60-70: 130
- 30-40: 70

3.8.1.3 Cart Handles

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide a comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

3.8.1.4 Cart Lid

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.

3.8.1.5 Cart Colors

The Refuse, Recycling and Organic Materials Carts, or their lids, will be differentiated by color, and shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Colors must be uniform within each Container. Pursuant to California law (14 CCR § 18984.1), Refuse Carts (or their lids) shall be grey, Recycling Carts shall be blue, and Organic Materials Carts shall be green; however, if regulations change, replacement Carts shall comply with CalRecycle's new requirements, unless the existing color palate is grandfathered for ongoing use under the same regulations.

3.8.1.6 Cart Labeling

Contractor shall label all Carts with information meeting the requirements of this section, in English and Spanish, and include graphics indicating which materials may and may not be placed in each cart, along with instructions on how to properly dispose of HHW. Labels shall be replaced when worn. Labeling must be approved by City prior to ordering Carts. All new Carts shall be labeled in accordance with CalRecycle regulations under SB 1383.

3.8.1.7 Cart Performance Requirements

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

3.8.1.8 Cart Durability

Carts provided by Contractor shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;

- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended;
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of City;
- Resist damage from common household or Residential products and chemicals; and
- Resist damage from human and animal urine and feces.

3.8.1.9 Stability and Maneuverability

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity, on a level, sloped or stepped surface.

3.8.1.10 Lid Performance

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;

- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

3.8.1.11 Repairability

Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor personnel. All repairs must restore the Container to its full functionality to meet the design and performance requirements as set for herein.

3.8.2 Cart Maintenance Responsibilities

Contractor shall be responsible for Cart repair and maintenance, and replacing lost, stolen, or damaged Carts as needed, at no additional charge to the Customer or to City. Graffiti shall be removed, or the Container replaced within one Business Day of request from City or the Customer. However, Contractor may charge the Customer for repairing or replacing a Cart if the damage was due to the Customer's willful negligence or abuse. In no event shall this charge be greater than Contractor's actual cost for replacement parts or a new Cart.

3.8.3 Bins and Compactors

Contractor shall initially provide brand new Bins, and Compactors; and thereafter, Contractor shall provide new, or like new, replacement equipment upon request. All replacement Bins or compactors shall meet the Container color and labeling requirements under SB 1383 and as may be otherwise specified by CalRecycle. Customers may obtain Bin compactors and Roll-Off compactors from either Contractor or a third party, as the leasing of such equipment is outside the scope of this Agreement.

Contractor shall maintain its Bins or Compactors in a clean, sound condition, free from Putrescible Waste Residue. Bins or Compactors shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other appurtenances which were designed for movement, loading, or unloading of the Bin or compactor, shall be maintained in good repair. Contractor shall inspect, and if necessary or requested by the Customer, clean or exchange all Bins or

compactors once per year at no charge. Contractor shall perform cleaning or replacement of Bins or compactors more frequently if necessary, for an additional fee, to prevent a nuisance caused by odors or vector harborage. Customer may request additional cleanings at rates not to exceed the maximum rates set forth in Exhibit A.

Contractor shall remove graffiti at no additional charge from any Bin or Compactor within one Business Day of request by City or Customers. All Bins and Compactors provided by Contractor shall remain the property of Contractor.

Each Bin or Compactor placed in City by Contractor shall have the name and phone number of Contractor in letters not less than three inches high on the exterior of the Container so as to be visible when the Container is placed for use. Contractor shall identify the Bins or Compactors that are assigned to each Commercial and Industrial Customer, and each Multi-Family Customer with Bin service, using a method that is acceptable to City. Contractor shall repaint Bins upon City's request.

3.8.4 Roll-off Boxes

Contractor shall provide clean Roll-off Boxes upon request, free from graffiti, and equipped with reflectors. Each Roll-off Box placed in City by Contractor shall have the name and phone number of Contractor in letters not less than three inches high on the exterior of the Container so as to be visible when the Container is placed for use.

Contractor shall remove graffiti at no additional charge from any Roll-off Box within one Business Day of request by City or Customers. Contractor shall properly cover all open Roll-off Boxes during Transport as required by the State Vehicle Code.

3.9 Diversion Requirements

3.9.1 Hauler Diversion Requirements

As of January 1, 2022, the minimum amount of hauler- Collected tonnage that shall be diverted by Contractor through Recycling, Organic Materials Collection, and Mixed Waste Processing of the Solid Waste Collected by Contractor under this Agreement during each year of this Agreement shall be a minimum of fifty percent (50%), including Food Recovered for donation with quantities documented by Contractor.

Diverted tonnage shall be tonnage Collected and processed in a manner such that the tonnage is not considered as Disposal by the State (per annual reports to CalRecycle). Diversion achieved by Transformation shall not be deemed credit toward reaching this diversion requirement and is therefore disallowed. Diversion from Construction and

Demolition Debris and Temporary Service loads, which are not Collected exclusively under this Agreement, and third-party diversion, shall not be considered towards the minimum diversion rate.

Upon the request of either party, but not more than once every two years, the parties agree to meet and confer, and negotiate in good faith, regarding adjustments to the hauler diversion requirement, including trends in source reduction, the availability of permitted Facilities that are capable of processing material to achieve the required levels of diversion, the availability of commercially viable markets for Recyclable Materials or Organic Materials, Transportation constraints, embargoes, and the impact of third party recycling and scavenging.

3.9.2 Additional Diversion Services

If City determines that Contractor has not maximized diversion from the services and programs contemplated under this Agreement, Contractor agrees to undertake its best reasonable efforts to implement programs and provide equipment necessary in order for City to exceed the State requirement. Additional services required by City under this Section and that are not otherwise required to be implemented under this Agreement will be implemented in accordance with Section 2.8, under which Contractor may be entitled to an adjustment in compensation.

3.10 Operations

3.10.1 Schedules

To preserve peace and quiet, no Solid Waste shall be Collected between the hours of 6:00 p.m. and 7:30 a.m. Site and route-specific exemptions may be made to this limitation by City Manager, or his/her designee, to the extent that the exemptions are not in conflict with the Municipal Code. Contractor shall adjust the early morning start point of Collection routes to address and minimize service Complaints when warranted and as practicable. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, alternate Collection shall be performed on the following day, with Collection delayed by one day for the remainder of the calendar week. One exception shall be that Customers with seven day per week service may, if it is essential to the public health and safety, continue to be serviced on all holidays.

Residential Collection shall only take place Monday through Friday, except when Saturday Collection is necessary due to a holiday, as provided above.

For example, a Wednesday holiday would delay Wednesday, Thursday, and Friday Collection each to the following day, in which case, Friday Residential Collection would be permitted on Saturday. Saturday service would only be provided to six or seven day per week Customers. Sunday service would be uninterrupted as Sunday service is typically provided only to seven day per week Customers.

Contractor shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times, for all materials Collected under this Agreement within City six months prior to the Commencement Date and thereafter once annually upon thirty (30) day written notice requesting the review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports of Complaints. If the plan is determined to be inadequate by City, Contractor shall revise its plan, incorporating any changes into a revised plan, and review the revised plan with City within thirty (30) calendar days.

3.10.2 Vehicles and Equipment

3.10.2.1 General

Contractor shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms as described in this Agreement. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to Complaints and emergencies.

3.10.2.2 Specifications

At no time during the term of this Agreement shall Contractor use vehicles for the Collection of Solid Waste in City that are more than ten years old. All route vehicles shall be zero or near-zero emissions, use clean—and whenever possible—renewable fuel, such as compressed natural gas ("CNG"), or renewable natural gas ("RNG") at the start of service under this Agreement. Contractor shall at all times, without lapse, be in full compliance with all rules and regulations currently in force or passed during the contract term, including the South Coast Air Quality Management District's Rule 1192, as well as any and all California Air Resource Board's regulations, as applicable. No rate adjustments shall be made for such changes in law. All vehicles used by Contractor in providing Solid Waste Collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have watertight bodies designed

to prevent leakage, spillage, or overflow, and shall be equipped with 360° safety cameras or an equivalent type of smart truck technology.

Roll-off Box vehicles, Container delivery vehicles, scout vehicles, supervisor pickup trucks, and vehicles used for holiday tree Collection, special events and Bulky Waste Collection are only required to use clean fuels to the extent required by law, including SCAQMD and Air Resources Board regulations, with no rate adjustments granted for any changes in law.

3.10.2.3 Vehicle Identification

Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than three inches high. Contractor shall not place City's name and/or any City logos on Contractor vehicles. Vehicles shall all be painted in a standard color.

3.10.2.4 Cleaning and Maintenance

1. Contractor shall maintain all of its properties, vehicles, Facilities, and equipment used in providing services under this Agreement in a good, safe, neat, clean, and operable condition at all times.

2. Vehicles used in the Collection of Solid Waste shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may randomly inspect vehicles upon twenty-four (24) hour notice to determine compliance with this Agreement. Contractor shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Contractor agrees to replace or repair to City's satisfaction, any vehicle that City determines to be of unsightly appearance, in disrepair, or in unsatisfactory operating condition.

3. Contractor shall repaint any vehicles used in the Collection of Solid Waste within sixty (60) days' notice from City, if City determines that their appearance warrants painting. City shall not request that vehicles be painted more than once every three years, unless special circumstances warrant it.

4. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, shall be removed from service until

repaired and operating properly. Contractor shall reasonably perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation) and shall make such records available to City upon request.

5. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage (or hours of operation), nature of repair and its verification by signature of a maintenance supervisor that the repair has been properly performed, and shall make such records available to City upon request.

6. Upon request by City, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

3.10.2.5 Operation

1. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances.

Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

2. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. In no event shall the noise level of equipment used for Collection exceed 75 dB when measured at a distance of 25 feet from the vehicle and five feet from the ground. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing of all vehicles by an independent testing entity. Contractor shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

3. Contractor shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: City's

driving surfaces (excluding normal wear and tear), whether or not paved; associated curbs, gutters, and traffic control devices; other public improvements; and private roads and alleys.

4. Contractor shall equip all route vehicles with a GPS tracking system and enable City to monitor route vehicle activity through this system by computer at City through read-only access. Contractor shall provide activity reports upon request. With this service, Contractor shall ensure that City has access to the online system to pull up GPS data from trucks at any time during the day.

3.10.2.6 City Inspection

City Inspection. City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is roadworthy, and has been maintained in compliance with the applicable provisions of the State Vehicle Code, including all Vehicle Code sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes or this Agreement. No vehicle directed to be removed from service by City shall be returned to service until it conforms with, and its return to service has been approved by, City. Following any inspection, City shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly. The City's determination, rendered at Staff level, which must be founded on conventional and pertinent reasoning, shall be final; subject, however, to all remedies hereunder available to Contractor for appeal to the City Council.

3.10.2.7 Brake Inspections

The brake system of each vehicle used in performance of this Agreement shall be inspected and certified according to State law by the California Highway Patrol or by a brake inspection station licensed by the California Highway Patrol. Notice of certification shall be made available to City within thirty (30) days of request. Failure to submit the required certification if requested shall be grounds for terminating this Agreement.

3.10.3 Litter Abatement

3.10.3.1 Minimization of Spills

Contractor shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or Transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Contractor shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose. Contractor shall notify City within thirty (30) minutes of the spill of any material with the potential to reach the storm drains, including all liquids.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

3.10.3.2 Clean-Up

During the Collection or Transportation process, Contractor shall clean up litter in the immediate vicinity of any Solid Waste storage or Collection area whether or not Contractor has caused the litter. Contractor shall identify instances of repeated spillage not caused by it directly with the Customer responsible and will report such instances to City. City will attempt to rectify such situations with the Customer if Contractor has already attempted to do so without success.

3.10.4 Personnel

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers shall be trained and qualified in the operation of the vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

Contractor also agrees to establish and vigorously enforce an educational program that will train Contractor's employees in the identification of Hazardous Waste. Contractor's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the processing Facility or Approved Disposal Facilities.

Contractor shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work in an orderly manner. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any

employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline, and/or termination. If City has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

Contractor shall provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

3.10.5 Identification Required

Contractor shall provide its employees, Affiliates, and subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. City may require Contractor to notify Customers yearly of the form of that identification. Contractor shall provide a list of current employees, Affiliates, and subcontractors to City upon request.

City reserves the right to perform a security and identification check through law enforcement agencies upon Contractor and all its present and future employees, in accordance with accepted procedures established by City, or for probable cause.

3.10.6 Fees and Gratuities

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it to, request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the Collection, Transportation, Recycling, processing, and Disposal of Solid Waste other than as required under this Agreement.

3.10.7 Non-Discrimination

Contractor shall not discriminate in the provision of service, or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap, or medical condition in violation of any applicable federal or State law.

3.10.8 Change in Collection Schedule

Contractor shall notify City not later than forty-five (45) days prior to, and Residential Customers not later than fourteen (14) days prior to, any change in Collection operations which results in a change in the day on which Residential Solid Waste Collection occurs.

Contractor will not permit any Customer to go more than seven (7) days without service in connection with a temporary Collection schedule change. City's approval of any change in Residential Collection is required prior to such effectuating such change on a permanent basis, and such approval will not be unreasonably withheld.

Any permanent changes in the route map or Collection schedule shall require the prior approval of City. City may require changes in the route map or Collection schedule to improve service, to resolve Complaints, or for other unspecified reasons.

3.10.9 Report of Accumulation of Solid Waste; Unauthorized Dumping

Contractor shall direct its drivers to note the addresses of any private Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within five Business Days of such observation. Contractor shall cooperate with City in the investigation and prosecution of any violations of the Municipal Code, health codes or other laws.

3.10.10 Notification of Scavenging or Other Suspicious Situations

Contractor shall train drivers who operate in City to recognize and report unusual or suspicious situations to the appropriate emergency responder, or to their supervisor who will contact the appropriate party. Contractor is responsible for forming a partnership with local authorities to coordinate notification efforts. Examples of activities that Contractor employees may report includes scavenging of Recyclable Materials, lost child, observation of a burglary or petty theft.

3.11 Transportation, Disposal and Processing

Contractor shall Transport all Solid Waste Collected pursuant to this Agreement to an Approved Facility (transfer station, MRF, processing Facility, Transformation Facility or Approved Disposal Facilities) that meets the performance requirements and regulations included in SB 1383. Contractor shall notify City immediately if one of the

Approved Facilities were to fail meeting the performance requirements and regulations included in SB 1383.

Contractor shall maintain complete, accurate and up-to-date records of the quantities of Solid Waste Transported to Solid Waste Facilities and will cooperate with City in any audits or investigations of such quantities.

City reserves the right to require the use of one or more other Solid Waste Facility(ies) (whether landfill, transfer station, processing Facility or Material Recovery Facility) at a later date. City and Contractor will use their best efforts to obtain indemnification against CERCLA, State Environmental Laws, and related claims from the operator of the landfill or other destination City designates. In the event that City selects a Disposal Site or other Facility, City or Contractor is entitled to a rate adjustment to offset an increase or decrease in rates due to a change in tip fee or Transportation costs.

If City directs Contractor to a facility other than a Solid Waste Facility selected or owned by Contractor, and use of this Facility adversely affects the ability of Contractor to meet either or both of the requirements of Section 3.8 and/or Section 8.3, City and Contractor shall meet and confer and mutually agree on revised obligations under Sections 3.8 and 8.3.

3.12 Status of Disposal Site

Any Disposal Site utilized by Contractor shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Any such landfill must have been issued all permits from federal, State, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.

3.13 Dedicated Routes

Solid Waste Collected in City may not be commingled in Collection vehicles with Solid Waste from other jurisdictions. All routes shall be dedicated exclusively to City of Huntington Park Solid Waste. Contractor may request permission from City for an exception on a case-by-case basis.

3.14 Route Audit

Not later than the second anniversary of the Commencement Date hereof, and not less than biennially thereafter, Contractor shall conduct an audit of its Collection routes

in the City. The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver or route supervisor of each Residential and Commercial Customer in City. The route audit information shall include, at a minimum, the following information for each account:

For Residential Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling, Organic Materials);
- Service Address; and,
- Cart condition.

For Commercial and Multi-Family Bin Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Whether each individual address is Commercial or Multi-Family;
- Number of Residential Dwelling units at each Multi-Family account;
- Service Level per Billing System (Quantity, Size, Frequency);
- Service Level per Routing System;
- Observed Containers (Quantity and Size);
- Bin condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall finalize a report summarizing its results, which shall then be submitted directly to the City Manager or his/her designee.

This summary, for all sectors, shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total (Residential Cart, Multi-Family Bin, and Commercial);

- Types of billing and service exceptions observed;
- Number of billing and service exceptions by type;
- Total monthly billing, pre-audit;
- Total monthly billing, post-audit (subsequent to corrections of identified exceptions; and,
- Percentage of billing and service exceptions;
- Percentage of the number of accounts with errors to the total number of accounts served;
- Percentage of the “net” change in monthly billing as a result of the audit to the total pre-audit monthly billing; and,
- Percentage of the “absolute” change in net monthly billing as a result of the audit to the total “pre-audit” monthly billing.

Said report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits, the name and titles of those performing the observations, along with their respective qualifications.

Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.

The report shall also include a description of the changes and Contractor's plans to resolve any noted exceptions.

3.15 Service Exceptions; Hazardous Waste Notifications

(a) Failure to Collect. When Solid Waste is not Collected from any Customer, Contractor shall notify the Customer in writing, at the time Collection is not made, through the use of a “tag” or otherwise, of the reasons therefore.

(b) Hazardous Waste Inspection and Reporting. Contractor reserves the right to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Hazardous Waste and the right not to Collect Hazardous Waste put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Waste, found, or observed in Solid Waste anywhere within City. In addition to other required notifications, if Contractor observes any substances that it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager.

(c) Hazardous Waste Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently Collected from Customers within the City, but diverted from landfilling.

3.16 Hazardous Waste Management Component

Contractor shall maintain a Hazardous Waste Management Plan describing procedures for handling Hazardous Waste identified in Solid Waste Collected and shall make it available to City upon request.

3.17 Disposal and Facility Capacity Guarantee

Contractor guarantees it will secure long-term processing and recovery capacity for all Solid Waste Collected under this Agreement for the term hereof, including disposal at one or both of the following landfills as needed: Chiquita Canyon and Sunshine Canyon.

ARTICLE 4 OTHER SERVICES

4.1 Customer Billing

4.1.1 Residential Customer Billing

Contractor shall Bill Residential Customers on a quarterly basis (such that each Billing represents three months of service) in advance of service. The first quarterly invoices will be for the calendar quarter commencing XXXXXX XX, 202X. Contractor shall Bill any one-time charges, such as extra Bulky Waste or overage pickups, on or after the date of service, but in no event more frequently than once every thirty (30) days.

If payment is not made by the due date, Contractor shall notify Customer in writing that the payment is late. If payment is not made within thirty (30) days after the due date, Contractor shall notify Customer that the invoice is overdue, and that non-payment will result in further collection action. If payment is not made within sixty (60) days after the initial due date, Contractor may submit a list of overdue Customers to the City Manager who shall pursue collection remedies in accordance with the Municipal Code.

4.1.2 Commercial Customer Billing

Contractor shall bill Commercial Customers at the beginning of each month, based on a monthly, thirty (30) day billing cycle, with payment due no sooner than thirty (30) days after the invoice date.

Contractor shall include charges for any special services, such as extra pickups or extra bin pick-ups, performed within the preceding thirty (30) day period.

If payment is not made by the due date, Contractor shall notify Customer in writing that the payment is late. If payment is not made within thirty (30) days after the due date, Contractor shall notify Customer that the invoice is overdue, and that non-payment will result in further collection action. If payment is not made within sixty (60) days after the initial due date, Contractor shall submit a list of overdue Customers to the City to pursue additional collection remedies in accordance with the Municipal Code.

4.1.3 Low-Income Senior Rate Discount

Special rates are available for qualifying Senior Cart Customers, as shown in Exhibit A, Maximum Rate Schedule. The discount will be available only for automated Residential Cart Customers who qualify as eligible "Senior(s)", defined as Persons who are sixty-five (65) years of age or older and who also qualify for Edison's low-income discount (Care Program). To qualify for this reduced rate, the Senior must reside at the Premises, and own or lease the Premises in his/her name,

The account must be set up in the Senior's name. Senior landlords are not entitled to the discount. Contractor may request Seniors to re-confirm their entitlement to this reduction no more than once per year, using an application form that must be approved in advance by City. Contractor shall handle the administration of this reduced rate. In the event of dispute between Contractor and Customer as to the applicability of the Senior rate discount, the City Manager shall render a determination, which shall be final and binding.

4.1.4 Contractor's Invoices

Bills must include a Customer service telephone number, itemized service description documenting each charge, including but not limited to, number and size of Containers, frequency of service, special services, and billing period. City must approve Contractor invoices as to content and format. All invoices must carry a due date, and shall in no event be "due and payable upon receipt." Invoices must use the rates as they appear

in the Maximum Rate Schedule, and will not separately itemize City fees, surcharges, Disposal components, or any other breakdown of rates without advance written approval from City.

4.1.5 Customer Billing Adjustments

Should Contractor determine that Contractor has under billed a Customer, or Customers, Contractor may back-Bill for no more than six (6) months. Amounts overbilled to Customers shall be refunded upon discovery and such refunds are not limited by time.

4.1.6 Electronic Billing and Payment

Contractor shall offer electronic invoice payment to Customers at no additional charge.

4.1.7 Public Hearing Notices

Upon City request, Contractor shall produce, manage, and fund distribution of, and manage return correspondence related to, public hearing notices regarding rate adjustments.

4.1.8 Suspension of Service Due to Non-Payment

4.1.8.1 Residential Units

Contractor shall provide at least three (3) monthly, written notices of delinquency/past-due account status to the occupants of any Residential Unit with a delinquent account and Contractor shall otherwise make diligent efforts to resolve account delinquencies, including but not limited to the reasonable use of a collection agency. Further, Contractor shall be entitled to collect late charges at the rate of 1.5% per month after thirty (30) days late and, in addition, if, after Contractor's exercise of diligent efforts to collect a delinquent account, a Residential Unit remains delinquent, Contractor shall request placement of the delinquent account onto City tax rolls. The placement of delinquent accounts onto City tax rolls shall occur no more than once-per-year at a time, and in a manner, coordinated with the City's regular processing of tax liens. From the proceeds received from the County Tax Assessor, City shall be entitled to retain the following: (a) a sum equal to ten percent (10%) of the proceeds collected for the Collector Fee. City shall have no obligation to pay any sums to Contractor other than those City

receives from the County Tax Assessor pursuant to this Section. City will have no liability to Contractor for failure to collect any such sums.

4.1.8.2 Commercial/Industrial and Multi-Family Residential Unit Accounts

City may permit Contractor to discontinue service to Commercial/Industrial, and Multi-Family Residential Units whose accounts are more than ninety (90) days past due. Contractor shall notify Code Enforcement of all discontinued service accounts. Contractor shall be entitled to collect late charges at the rate of 1.5% per month after thirty (30) days late and, in addition, to charge a reasonable rate for the redelivery of Contractor provided Containers.

4.1.8.3 No Waiver of City Remedies to Address Public Nuisance

Should Contractor terminate service to any Customer in the City, nothing herein waives or supersedes the City's rights to initiate code enforcement action(s) in response to the build-up, long-term stagnation, or misplacement of Solid Waste as a result of the termination of Contractor's service. In addition, the City and Contractor shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Solid Waste build-up that resulted from a termination of service by Contractor.

4.2 Customer Service

4.2.1 Office Hours

Contractor office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and from 8:00 a.m. to 12:00 p.m. on Saturday. A responsible and qualified representative of Contractor shall be available during office hours for communication with the public. Normal office hour telephone numbers shall be toll free. Contractor's telephone system and number of representatives shall be adequate to handle the volume of calls typically experienced during peak times. Calls received during office hours shall be answered within one minute of the initial ring. Contractor shall also maintain a toll free, after-hours and/or emergency telephone number for use during other than normal business hours. Contractor shall have a representative, answering service or message center providing/receiving (voice-mail) service available at the after-hours telephone number. After-hours calls shall be responded to on the next Business Day.

Contractor shall provide City staff with the phone number or pager number of a live Person who may be reached twenty-four (24) hours a day.

4.2.2 Missed Pick-ups

When notified of a missed pick-up, Contractor shall Collect the Refuse, Recyclable Materials, and/or Organic Materials, on the same day, if notified by 12:00 noon; otherwise if by 5:00 p.m., the following day, unless Contractor can provide documentation the Container was not placed for Collection in a timely manner. Evidence may include a report by the driver, provided at time of normal Collection, indicating no Container had been placed out for Collection. A summary of missed pickups shall be submitted to City monthly.

4.2.3 Complaint Documentation

All service Complaints shall be directed to Contractor. Daily logs of Complaints concerning Collection of Solid Waste shall be retained for the duration of the term hereof, and shall be available to City at all times upon request. A summary of Complaints shall be submitted to City monthly.

Contractor shall log all Complaints received by telephone and the log shall include the date and time the Complaint was received, name, address and telephone number of caller, description of Complaint, the name of the employee recording Complaint and the action taken by Contractor to respond to and remedy Complaint. All written Customer Complaints and inquiries shall be date-stamped when received. All Complaints shall be initially responded to within one Business Day of receipt.

Contractor shall log all actions taken by Contractor personnel to respond to and remedy all Complaints.

All Customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer Complaints.

4.2.4 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by City. City's decision shall be final and binding.

Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against Contractor. To the extent that remedies are warranted through this Agreement, this shall apply.

4.2.5 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer Complaints and assist with all CalRecycle waste recovery programs. City shall have the right to approve Contractor's choice for a liaison.

The Government Liaison shall also serve as the community relations liaison for Huntington Park business, Residential, and school and municipal issues for continuous and consistent collaboration between City and Customers, including his/her physical presence when requested or appropriate at schools, businesses and business organizations, community events, City Council meetings and workshops, etc.

4.2.6 Service Liaison

Contractor shall designate in writing a field supervisor (i.e., route manager) as the "Service Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer service related Complaints, and strategize with City on an on-going basis regarding more efficient Collection practices.

The Service Liaison shall have daily presence in the City and daily contact with City staff to coordinate Collection practices to accommodate any City events, including road projects. City shall have the right to approve Contractor's choice for a liaison.

4.2.7 Customer Service Liaison

Contractor shall designate a Customer service representative to which City can direct Customers that contact City with Solid Waste service questions. Customer Service Liaison will take responsibility for completing and closing out work orders within City's designated work order system. Contractor shall also designate Customer service

representatives dedicated to respond to Customer's questions regarding the contract transition.

4.3 Education and Public Awareness

4.3.1 Huntington Park Zero Waste Outreach Program

Contractor acknowledges and agrees that education and public awareness are critical, key, and essential elements of any efforts to significantly exceed CalRecycle and SB 1383 requirements. Accordingly, Contractor agrees to implement a public education plan, with strategies and timetables, to expand public and Customer awareness concerning the need to and methods of reducing, reusing, and recycling Solid Waste.

Contractor will provide and distribute waste reduction literature in the form of online resources, web-ads, fliers, cards, magnets, or other methods acceptable to City. Any outreach material utilizing paper, provided, and distributed by Contractor, shall be made from recycled-content paper, and must be labeled "Printed on Recycled Paper" on the outreach material. Contractor shall cooperate fully with City in this regard. Contractor shall submit the public education plan for review by City six months prior to the Commencement Date of this Agreement.

Contractor shall maintain its own program of providing information relevant to the Solid Waste Handling Services provided hereunder, including routing issues and needs, to all of its Customers. Contractor shall assist City in maintaining its Multi-Family mailing list for all Multi-Family dwelling units by reporting changes in Multi-Family Customers and providing addresses of each new or eliminated dwelling unit to City. All public education materials shall be approved in advance by City.

4.3.2 Implementation and On-going Education Requirements

Contractor will provide a minimum of the following public education items to be developed at Contractor's expense and distributed, after City approval, as indicated below:

- Web-based Program Catalogue – Contractor shall be required to develop and provide updated information details for each program to City in an "e-book" or "e magazine" format, or a dedicated website for City programs, or an alternative format only if approved in advance by City (not PDF), ready for addition to City's and Contractor's websites;

- Contractor shall update this based on any program, service, or date changes;
- Instructional Packets distributed in Contractor-Provided Containers – An information packet shall be attached to each set of Carts distributed to a new Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number;
- Annual Brochures – The annual brochures shall each be four pages, and in full color, informing Customers of how to use available services, including holiday Collection schedules and Customer services numbers. Once per year, two brochures shall be developed: one for Residential Customers, and one for Commercial and Industrial Customers. These brochures shall be prepared and direct-mailed by Contractor once per year (total of two brochures per year) for each year in which this Agreement is in effect;
- Quarterly Notices – Contractor is responsible for preparing and mailing notices promoting and explaining programs (such as Recycling, Organic Materials, Holiday Tree and Bulky Waste Collections, free Commercial Recycling, and proper Household Hazardous Waste Disposal) and Collection schedules, including holiday schedules, up to four times per year, at City's request and with City's review and approval of the materials;
- Annual Notifications of Commercial Recycling Services – Contractor will provide all Bin Customers with notification and description of the Commercial Recycling program available to them;
- Corrective Action Notice – For use in instances where the Customer sets out inappropriate materials; and
- SB 1383 Education and Outreach – Contractor shall provide additional education and outreach in accordance with the CalRecycle requirements under SB 1383.

All brochures, mailings, and other educational materials are to be approved by City in advance of distribution, and shall not bear the City seal unless otherwise approved by City. Any outreach material utilizing paper provided and distributed by Contractor shall be made from recycled-content paper and must be labeled "Printed on Recycled Paper".

4.3.3 Waste Reduction Community Events

At the direction of City, Contractor shall participate in and promote Recycling, zero waste, waste reduction, and other diversion techniques at City Owned/Managed Events. Such participation would include providing, without cost to City, educational information promoting the goals of City's waste reduction efforts.

4.3.4 Multi-Family Recycling Outreach Program

Contractor will provide all property managers and Residents with Bin service with Recycling program guidelines, posters to be placed in laundry rooms, Refuse/Recyclable Materials Container enclosures and other community areas at each building, and other outreach materials tailored to Multi-Family Bin Customer service. Contractor shall contact each Multi-Family Customer building Owner or property manager for Customers not subscribing to Recycling service within six (6) months of the start of service under this Agreement in an effort to implement Recycling programs with an emphasis on waste reduction, provide educational materials, and to train Owners/managers in how to work with tenants to Recycle. Contractor shall provide each building Owner and property manager with welcome packets for Owners/managers to provide to each new resident upon move-in; packets shall include information on what items should be placed in the Recyclable Materials Containers.

4.3.5 Commercial Outreach Program

Contractor shall schedule a representative from its Zero Waste Team to visit each Multi-Family Bin and Commercial Customers' Premises and meet with the Customer for the purpose of auditing the account and implementing a Recycling Program.

Contractor shall visit each new commercial and Multi-Family Customer within ninety (90) days of the start of service under this Agreement, and each existing Customer without Recycling service at least once per calendar year. The meeting shall be for the purpose of establishing a new Recycling program, enhancing an existing Contractor-provided program, and/or documenting existing third-party-provided programs.

Contractor shall present Customers with service and cost proposals for the establishment or enhancement of a Contractor-provided Recycling program. Contractor shall provide a report to City noting the time, Customer contact, and result of each meeting; and, if the Customer will not agree to a meeting, provide the time of contact, Customer contact name and number, and reason for not accepting a meeting.

Contractor will report all Customers that have service levels within the thresholds of the Mandatory Commercial Recycling Requirements. Fifty percent of the Customers shall be contacted within the first six months, and one-hundred percent (100%) of the Customers shall be contacted during the first twelve (12) months. Contractor will provide a monthly log to City, including the name and address of the Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a Recycling program. Contractor shall ask, and the report shall indicate, whether the Customer has another Recycling program in-house or through a third party or Self-Hauls and, if so, what type and the type and amounts of materials recycled. At the end of the first six (6) months of service, and again at the end of the first twelve (12) months of service, Contractor shall provide City with two lists: one of Multi- Family Bin and Commercial Customers with Contractor Recycling Containers; and one of Multi-Family Bin and Commercial Customers without Contractor Recycling Containers. Each list shall include Customer names and addresses, contact names and phone numbers, Refuse service levels including number and size of Containers and number of weekly pickups, and Recycling service levels (if applicable), including number and size of Containers and number of weekly pickups. Lists shall also include whether the Customer indicated that they had an alternative recycling program for MCR or MORE and, if so, what type. The lists shall be sorted so that Customers with and without Recycling or Organic Materials Containers are grouped separately.

On a monthly basis, Contractor will provide to City an updated Mandatory Commercial Recycling Requirements ("MCR") and Mandatory Organics Recycling Requirements ("MORE") Activities Worksheet as designed by Contractor and agreed upon with City staff, and any future SB 1383 worksheets provided by CalRecycle.

4.3.6 Mandatory Compliance and Outreach for State Regulations

Contractor shall assist City in gathering and providing all required Customer data, performing site visits, public outreach, and other requirements in order to comply with State requirements and regulations such as Mandatory Commercial Recycling

Requirements and Mandatory Organics Recycling Requirements. The parties acknowledge that CalRecycle is in the process of implementing SB 1383 (Public Resources Code Section 42652 et seq.), which establishes targets to achieve a 50 percent reduction in the level of the statewide Disposal of Organic Waste from the 2014 level by 2020 and a 75 percent reduction by 2025, and Contractor shall comply with these and any other requirements of SB 1383. The law grants CalRecycle the regulatory authority required to

achieve the Organic Waste Disposal reduction targets, and establishes an additional target that not less than twenty percent (20%) of currently disposed edible food is recovered for human consumption by 2025.

4.3.7 Recycling and Take-Back Programs

Shred Event – Contractor will promote and conduct an annual shred day, whereby Residents and businesses can deliver paper for confidential shredding. Each Residential household or business is entitled to deliver up to three banker boxes of paper (with each box dimension up to 24 x 15 x 10 inches). Contractor may accept additional quantities exceeding this amount at Contractor's discretion, subject to City staff approval. Contractor must provide onsite and offsite trucks at event so that if the onsite shredding truck fills up during event hours there is a truck accepting offsite shredding documents for participation. Each shred event must take place within the City limits and for a minimum of three consecutive hours.

Take-Back Program Assistance – Contractor shall assist in promoting take-back programs within the City such as used oil Collection at certified oil Collection centers or promoting Los Angeles County programs (such as, but not limited to, County Smart-Gardening, S.A.F.E. HHW permanent Collection centers, and HHW Collection mobile events).

Mulch and Compost Giveaway Program - Contractor shall provide one Compost giveaway event per calendar year in coordination with City, at no additional charge to City residents, who will be allowed to fill up their containers on a first-come, first-serve basis.

Contractor shall provide a minimum of forty (40) tons of Compost material delivered to a location designated by the City. Any Compost material remaining after event shall be removed by Contractor. The Compost giveaway events shall be coordinated with the City and may be held in conjunction with other City events.

4.4 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with the requirements of the CalRecycle. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed, and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, diverted, or otherwise handled/processed, by Customer type (Single-Family, Multi-Family, Commercial), to satisfy the requirements of the

CalRecycle. Contractor shall conduct, at its sole expense, such a waste generation and Disposal characterization study upon request of City, or reimburse City its actual costs to contract with a third-party to perform such a waste generation/Disposal characterization study, but not more frequently than biennially.

ARTICLE 5 **MAXIMUM RATE SCHEDULE**

5.1 Maximum Rate Schedule

In the attached Exhibit A, which is incorporated herein by this reference ("Maximum Rate Schedule"), the City has established the maximum service rates which may be charged by Contractor to its customers in the City. The Maximum Rate Schedule went into effect on _____ and shall be the Maximum Rate Schedule in effect at the time of the Effective Date. Contractor may establish such rates and charges Contractor believes are appropriate in the marketplace, provided such rates and charges do not exceed the maximum rates set forth in the Maximum Rate Schedule. Adjustments to Maximum Rate Schedule.

5.1.1 General

Contractor acknowledges that under current law, increases in the Maximum Rate Schedule are subject to the substantive and procedural requirements of Proposition 218. During the Term of this Agreement, the City and Contractor may mutually agree to adjustments or increases to the Maximum Rate Schedule.

5.1.2 COLA Adjustments; Government Code § 53756

Commencing on July 1, 2025, the Maximum Rate Schedule shall be adjusted annually on this anniversary date during the Term hereof to account for the costs of inflation, by multiplying each rate in effect on June 30 of each year by the percentage change in the Consumer Price Index ("CPI") for All Urban Consumers, Series Id CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted average for the twelve (12) month period ending on the date of March 31st, immediately prior to the applicable Adjustment Date.

5.1.3 Increases for Cost Pass-Throughs

The Maximum Rate Schedule shall be adjusted to account for Contractor's increased costs during the Term of this Agreement such that cost increases shall be

"passed-through" to Contractor's customers in the form of service rate adjustments ("Pass-Through Adjustments"). Such costs that shall be passed-through include, without limitation:

- Cost increases in tipping fees based on actual adjustments in the prices paid to the Disposal or Diversion Facility by the Contractor. Such cost increases, which may occur from time to time but not more than once annually, may be adjusted by the City at Contractor's request with adequate documentation and audit.
- Increased actual costs due to changes in law or legal requirements imposed upon Contractor.

Contractor agrees to notify City in writing of any expected cost increases that could result in a Pass-Through Adjustment, and Contractor shall use its best efforts to utilize any alternate action (including, as appropriate, a change to using a Disposal Site with lower Disposal Fees) to the extent reasonably feasible to avoid passing-on cost increases to Contractor's customers.

5.1.4 Extraordinary Adjustments

Contractor may request an adjustment to maximum rates at reasonable times other than for those adjusted automatically on an annual basis, in the event of extraordinary changes in the cost of providing service under this Agreement.

Extraordinary rate adjustments may be requested no more than once per year, and if approved, will be implemented at the same time as the next regularly scheduled rate adjustment. No adjustments may be made for inaccurate estimates by Contractor of its proposed cost of operations, unionization of Contractor's workforce, change in wage rates or employee benefits

For each request for an adjustment to the maximum rates brought pursuant to Article 5, Contractor shall prepare a schedule documenting the extraordinary costs.

Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement. City may request a copy of Contractor's annual financial statements in connection with City's review of Contractor's rate adjustment request. City may review tonnage reports and all other

applicable documentation to determine the accuracy of the rate adjustment request, including the impact on Customer rates, and any other issues the City determines to be relevant to this review.

City shall review Contractor's request and, in City's sole judgment and absolute discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

In the event the City requires changed or additional services, additional reporting, use of a particular Disposal Site or processing Facility, or change to the City's Municipal Code affecting Contractor's operations, Contractor shall be entitled to request a rate adjustment for increased costs arising out of the City's actions.

5.1.5 Purpose of Adjustments

The rates and rate adjustment provisions contemplated by this Agreement are calculated (1) to provide Contractor with the means to fund Diversion efforts, (2) to pay certain other costs and expenses, including fuel costs, that are of a contingent and uncertain nature, along with a commercially reasonable profit and (3) assume, to a limited degree, a certain amount of revenue from the recovery of Recyclable Materials. The parties recognize further that recycling markets, along with fuel costs, will likely fluctuate throughout the Term of this Agreement. Accordingly, the parties understand and agree that while Contractor will remain obligated to maximize Waste Diversion and identify and pursue opportunities to market the Recyclable Materials it recovers, Contractor cannot influence or dictate fuel prices or the availability or adequacy of markets for Recyclable Materials, including beverage containers, and that a future fuel cost increase, or decline in revenue from the sale of recyclable materials may, depending upon the scale of that increase or decline, justify a cost pass-through in accordance with this Paragraph 5.1.4.

5.2 Process for Adjustments to Maximum Rate Schedule

5.2.1 Compliance Required for Rate Increases; Deadlines

On or before April 15th of each year, Contractor shall submit in writing directly to the City Manager, or his/her designee, notice of its intent to increase rates pursuant to Section 5.1 above. Failure to comply with this deadline shall result in

Contractor waiving its right to request such an increase for the subsequent rate year; missed rate adjustments may not be recouped in ensuing years.

(a) Preliminary Meeting Regarding Proposed Rate Adjustments. At a minimum, the City and Contractor will meet at least once per year in March to discuss potential rate adjustments (increases or decreases) and the justifications, therefore. Such meetings will be conducted between Contractor and the City Manager or his/her designee. Contractor guarantees that upon the Effective Date of this Agreement, the Maximum Rates charged hereunder shall be competitive with the rates charged for similar services to Residential and Commercial/Industrial customers in the local area.

5.2.2 Indemnification

Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Article XIIIIC and Article XIIIID to the imposition, payment or Collection of rates and fees for services provided by Contractor under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Contractor's costs in providing service, such as governmental fees, franchise fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers, and employees. Nothing herein is intended to imply that California Constitution Articles XIIIIC or XIIIID, apply to the setting of rates for the services provided under this Agreement; rather this Section is provided merely to allocate risk of loss as between the Parties.

5.2.3 Notice of Increases to Ratepayers

Contractor shall give a minimum thirty (30) day written notice of any duly-authorized rate increases to all customers, which notice shall inform customers of the exact date on which the increase becomes effective. These notices shall be provided on the Contractor's publicly-accessible website and shall also be included in those billing invoices mailed out at a time in conformance with Government Code § 53756.

5.2.4 Rate Increase Not Automatic

While City reserves all powers afforded to cities generally under the provisions of applicable law, this Agreement, including the rate adjustment elements hereof, has been agreed to by the parties following arms-length negotiations and upon advice of counsel, for the dual purposes of safeguarding public health and facilitating the performance of obligations undertaken by Contractor on City's behalf and for its benefit. Accordingly, while this Agreement does not require City's approval of a Maximum Rate Schedule adjustment in every case, it does contemplate that City will exercise its powers reasonably and in good faith, and shall favorably consider and shall accord proper weight to a Maximum Rate Schedule proposal if accompanied by substantial supporting evidence. In no case will City's failure to approve any specific Maximum Rate Schedule adjustment be a default hereunder, and City bears no liability to Contractor for any damages suffered by Contractor as a result of the failure to pass new Maximum Rate Schedules or adjustments thereto. Accordingly, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City has not contracted away any of its police powers or duties to protect the public health, safety, or general welfare of its citizens pursuant to State and Federal law.

ARTICLE 6

CONTRACTOR'S PAYMENT OF CONSIDERATION

6.1 Contractor's Payment of Consideration

6.1.1 Franchise Fee

In consideration for the grant of the franchise provided herein, Contractor agrees to pay the City a franchise fee equaling fifteen percent (15%) of the Gross Receipts derived by Contractor from the services provided in City pursuant to this Agreement.

Concurrently with each Franchise Fee payment, Contractor shall provide an accounting worksheet showing the (i) the number of accounts billed at each billing rate to arrive at Gross Receipts; (ii) amount, if any, of delinquent customer accounts; (iii) an accounting worksheet showing the discrepancy, if any, between Gross Receipts as calculated for purposes of the Franchise Fee versus the Contractor's gross receipts actually collected; and (iv) an accounting of Net Recycling Revenues, including collection and sale records for City-generated Recyclables, which are not subject to the Franchise Fee, but are required for analytical purposes and future reference. The City has found that the Franchise Fee stated herein bears a reasonable relationship to the value of the

exclusive franchise rights herein granted, and is comparable or equivalent to franchise fees found in the Los Angeles County region.

6.1.2 Administrative Cost Reimbursement

In addition, Contractor agrees to pay certain administrative costs associated with the administrative costs and direct costs culminating with this Agreement, which administrative costs have been estimated by the City for reasonable nexus to the actual costs of such administrative functions incurred by City. The administrative costs to be paid by Contractor are as follows:

6.1.2.1 Administrative Costs

Contractor shall pay to City a one-time administrative fee, due no later than thirty (30) days from the Effective Date hereof, equaling the total amount of the City 's legal fees (attorneys' fees and costs) and staff/administrative costs incurred in the negotiation, research and drafting of this Agreement, which amount shall be Fifty-Thousand Dollars (\$50,000). Furthermore, this Agreement is also subject to Contractor's satisfaction of each, and all of the conditions set forth herein, each of which may be waived in whole or in part by the City.

6.1.2.2 Payment Protocol

(a) Administrative Fees: Annual administrative fees set forth in this Section of the Agreement shall be paid quarterly, with equal installments due each quarter;

(b) Franchise Fees: Franchise Fees paid to the City pursuant to this Section 3.3 shall be made to City within thirty (30) days of the conclusion of each month during the Term hereof, including any extension thereof. Upon the expiration of any such thirty (30) day period, a delinquent assessment of fifteen percent (15%) per month shall be levied against any unpaid balance. All remittances by Contractor shall be accompanied by a report setting forth the basis and calculations used for computing the amount due. Each payment of the Contractor Fee shall be accompanied by a statement separately setting forth the Gross Revenues, including the Net Recycling Revenues collected by Contractor, and the computation of the total Franchise Fee due.

(a) Assembly Bill 939 Fees (AB 939 Fees): AB 939 Regulatory Compliance Fees of two and three tenths percent (2.3%), calculated as a percentage of Gross Receipts, shall be paid to the City pursuant to this Section within thirty (30) days of the conclusion of each month during the Term hereof, including any extension thereof. Upon the expiration

of any such thirty (30) day period, a delinquent assessment of per month shall be levied against any unpaid balance. All remittances by Contractor shall be accompanied by a report setting forth the basis and calculations used for computing the amount due. Each payment of the AB 939 Fee shall be accompanied by a statement separately setting forth the Gross Receipts, excluding the Net Recycling Revenues collected by Contractor, and the computation of the total Franchise Fee due.

(b) .. No Waiver: No acceptance by City of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by City.

(c) Pro-rating: Payments over partial years or partial quarters shall be pro-rated by quarter, month, or day, as applicable.

6.2 Annual Program Payments

On the Commencement Date of this Agreement, and each April 1 thereafter, Contractor shall make the following annual payments to the City. Failure to make annual payments on the prescribed date is considered a material breach of this Agreement:

1. **Bulky Item Fee Payment:** The Bulky Item Cost Reimbursement in the amount of Fifty Thousand Dollars (\$50,000.00) is to be remitted by the Contractor on an annual basis to reimburse the City for costs related to Bulky Items by the City.

2. **Annual City Administrative Payment:** Contractor shall reimburse City for the administration of the Franchise Agreement not to exceed Thirty-Six Thousand (\$36,000) annually for the oversight, management, environmental compliance, diversion program implementation and oversight, diversion reporting, CalRecycle representation, review and analysis of all Contractor related obligations, fee payments and supporting documentation.

6.3 Attestations

Each payment of Franchise Fee, AB 939 Fees, Bulky Item Fee Payment and Annual and Annual Program Payment(s) shall be accompanied by a statement setting forth the Contractor's computations and the total taxes or fees due. Each statement shall include the following certification executed by an officer of Contractor: "I hereby certify that to the best of my knowledge, the foregoing statement of Fees due and payable to the City,

which include the Franchise Fee, AB 939 Fees, and Annual Program Payments, calculated as a percentage of Gross Receipts collected by Contractor, and at fixed amounts, respectively, are true, accurate, complete, and verifiable, and that I am duly authorized to make such a statement on behalf of Contractor".

ARTICLE 7

REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Review Hearing

City may hold a public hearing on or about the two-year anniversary of the Commencement Date, and annually thereafter, at which time Contractor shall be present and shall participate, to review the Solid Waste Collection, source reduction, processing and other diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing, and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness, and economy.

Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall, at a minimum, submit a report to City indicating the following:

- (a) Recommended changes and/or new services to improve City's ability to significantly exceed the goals of CalRecycle and to contain costs and minimize impacts on rates.
- (b) Any specific plans for provision of changed or new services by Contractor.
- (c) Results of the most recent route audit as described in Section 3.13.

The reports required by this Agreement regarding Customer Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. City may request Contractor to submit specific information for the hearing. In addition, any Customer may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, route audit

results, feasibility of providing new services, application of new technologies, Customer Complaints, amendments to this Agreement, developments in the law, new initiatives for significantly exceeding CalRecycle's goals, regulatory constraints, and Contractor's performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Solid Waste Services and Performance Review Hearing, City shall issue a report. As a result of the review, City may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation, and City may direct or take corrective actions for any performance inadequacies.

7.2 Performance Satisfaction Survey

City shall create and conduct a survey at Contractor's expense in preparation for any Solid Waste Services and Performance Review Hearing held pursuant to Section 7.1. City shall notify Contractor of its desire for such a survey at least ninety (90) days in advance of the Solid Waste Services and Performance Review Hearing. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Contractor. The Survey will be distributed to a minimum of ten percent of the Residential Customers and ten percent of the Commercial Customers, selected at random. City may instruct Contractor to send out separate Single-Family and Multi-Family/Commercial surveys. Contractor shall obtain City's approval of each survey's content, format, and mailing list prior to its distribution. City may choose to write or re-write the survey. City may require that Contractor have Customer responses to the survey returned directly to City.

ARTICLE 8

RECORDS, REPORTS, AND INFORMATION REQUIREMENTS

8.1 General

Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City, and in particular, reporting obligations imposed by CalRecycle. To this extent, such requirements set out in this, and other Articles of this Agreement, shall not be considered limiting or necessarily complete. In

particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records, and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake.

Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five years, unless otherwise provided in this Agreement, and the last five years of records shall be maintained for an additional three years after the expiration of this Agreement. This provision shall survive the expiration or termination of this Agreement.

Contractor agrees that its records and the records of any of its Affiliates or subcontractors conducting operations addressed in this Agreement shall be provided or made available to City and its official representatives during normal business hours at City's request. City may review or utilize any of the records described in this section for any purpose whatsoever. Failure to provide the records may be considered a material breach of this Agreement.

8.2.2 Financial Records

Financial records shall be maintained and expense and revenue information for City shall be segregated from information about other areas served by Contractor.

8.2.3 Solid Waste Service Records

Records shall be maintained by Contractor for City relating to:

- (a) Customer services and billing (for limited services billed by Contractor);
- (b) Routes;

- (c) Facilities, equipment, and personnel used;
- (d) Complaints;
- (e) Missed pickups;
- (f) Number of Refuse, Recycling, and Organic Materials Containers, both Residential and Commercial;
- (g) Tons Collected, processed, diverted, and disposed by type of service, waste stream and Customer;
- (h) Weight of each Recyclable Materials recovered at a MRF; and,
- (i) Compliance with Mandatory Commercial Recycling Requirements and Mandatory Organics Recycling Requirements of the CalRecycle.

8.2.4 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. Contractor agrees to notify the City Manager, or his/her designee, and City Attorney, and his/her designee, at least ninety (90) days before destroying such records. This provision shall survive the expiration or termination of this Agreement.

8.2.5 Other Programs' Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

- (a) Plans, tasks, and milestones; and,

(b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced, or distributed, and numbers of participants and responses.

8.2.6 Payments and Refunds

Should an audit disclose that fees payable to the City by the Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of fees and/or refund to Contractor's Customers any overcharges within thirty (30) days following the date of the audit. Undercharges shall not be billed in arrears for more than ninety (90) days of service, with any remaining undercharges absorbed by Contractor. Should an audit disclose that fees remitted to the City were overpaid, City may credit such amounts against future fees payable by Contractor.

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- (a) Determine and set rates and evaluate the efficiency of operations;
- (b) Evaluate past and expected progress towards significantly exceeding CalRecycle goals and objectives;
- (c) Determine needs for adjustment to programs; and,
- (d) Evaluate Customer service and Complaints.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Contractor agrees to submit all reports on computer USB drives or by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Contractor will provide a certification statement, under penalty of perjury, by an authorized Contractor official, that the report being submitted is true and correct.

Monthly reports shall be submitted within twenty (20) calendar days after the end of each month. Quarterly reports shall be submitted within twenty (20) calendar days after the end of the calendar quarter. If requested, Contractor's Complaint summary, described in Section 8.3.3 (a), shall be sent to the Public Works Director within five days of request. Annual reports shall be submitted before January 31st following the reporting year.

All reports shall be submitted electronically to City, as directed, and by Certified Mail via USPS, addressed to:

City Manager (or his/her designee)
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

8.3.2 Monthly Reports

The information listed shall be the minimum reported:

- (a) Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste (Refuse, Recycling, Green Waste, Food Waste, tonnage recovered through the processing of mixed waste) and type of Customer (Residential Cart, Bin and Commercial Cart Service, Roll-off) in tons, and the Facilities where the tons were processed or disposed. Bulky Waste items shall be separately reported.
- (b) Materials Recovered. Statement showing kinds of material and quantity sold (in tons).
- (c) Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.
- (d) Warning notices issued for contaminated Recyclable Materials and Organic Materials Containers.
- (e) Number of Residential and Commercial Organic Materials diversion Program Participants, if applicable.
- (f) Commercial tons processed and recovered through Commercial Mixed Waste Processing.

- (g) Summary of missed pickups
- (h) Summary of Complaints
- (i) Report of contacts, visits, and results of Multi-Family Customer visits in accordance with Section 4.3.6.
- (j) Bulky Waste Collection report stating number of items Collected, reused, recycled, and landfilled
- (k) Commercial Recycling site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a Recycling program.
- (l) List of Commercial and Multi-Family Customers that do and do not participate in an Organics program;
- (m) Which Customers are required to participate in an Organics Recycling program per Public Resources Code Section 42649.81;
- (n) Commercial and Multi-Family Customers participating in Food Recovery programs;
- (o) Commercial and Multi-Family Customers using third-party Recycling; and,
- (p) Mandatory Commercial Recycling Requirements and Mandatory Organics Recycling Requirements Activities Worksheet in a format approved by the City, and any future SB 1383 worksheets provided by CalRecycle.
- (q) Additional information that may be requested by CalRecycle or City related to Recycling and Organics programs, including but not limited to compliance activities related to SB 1383.
- (r) Other information or reports that City may reasonably request or require.

8.3.3 Quarterly Reports

The quarterly report should contain at a minimum the information required in the monthly report, in addition to the following:

- (a) Complaint summary for the quarter summarized by nature of Complaints on a compatible computer disc.
- (b) Copies of promotional and public education materials sent during the quarter.
- (c) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports combined, but shall also include:

- (a) A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- (b) Results of route audits, including a summary of the number of Bins by size and service level, Cart counts by size and type of service (Refuse, Recycling, Organic Materials, and Residential versus Commercial), and Roll-off Box pulls per month by material type.
- (c) CERCLA Defense records required under Section 8.2.4.
- (d) General information about Contractor, including a list of officers and members of its board of directors.
- (e) Number of routes and route hours per day by type of service.
- (f) List of Customers and service levels of the Customers participating in the MCR programs in compliance with MCR Requirements, and list of Customers and service levels not in compliance with MCR Requirements.
- (g) List of Customers and service levels of the Customers participating in the MORe programs in compliance with MORe Requirements, and list of Customers and service levels not in compliance with MORe Requirements.

- (h) Dates and details of site visits to Customers not in compliance with MCR, MORe, or SB 1383 Requirements.
- (i) Other information or reports that City may reasonably request or require.

8.3.5 Financial Report

City may, at City's option, request Contractor's financial reports/statements for the most recently completed twelve (12) month reporting period, which may specify the most recent fiscal year (which coincides with the rate adjustment cycle) in connection with Contractor's performance or obligations under this Agreement, as it may pertain to past and/or future rate adjustments, performance audits, billing audits, or verification of other information required under this Agreement.

Financial statements shall include a supplemental schedule showing Contractor's results of operations, including the specific revenues and expenses in connection therewith, for the operations provided in the City under this Agreement, segregated from outside service areas or jurisdictions otherwise included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and audited, in accordance with Generally Accepted Auditing Standards ("GAAS") by a certified public accountant ("CPA") licensed (in good standing) to practice public accounting in the State of California as determined by the State of California, Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Contractor as a direct cost of service.

Contractor may provide to City the supplemental schedule on a compiled basis.

Contractor shall direct the CPA preparing the audit above, to make available to City (or City's designated representative) all such CPA's working papers related to the audit. The cost, if any, incurred by Contractor's CPA shall be included in the cost of the audit.

At City's request, Contractor shall provide City with copies of working papers or other documentation deemed relevant by City relating to information shown in the disclosure letter. The disclosure letter shall be provided to City.

8.4 Adverse Information

(a) Reporting Adverse Information. Contractor shall provide City two copies (one to the City Manager and one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with the agencies. Contractor's routine correspondence to the agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

(b) Failure to Report. The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of this Agreement as described in Article 10 and shall subject Contractor to all remedies which are available to City under this Agreement or otherwise.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Contractor's performance provided for in this Agreement. Failure to make such records readily available shall be deemed a material breach of this Agreement. The provisions protecting confidentiality set forth in Sections 12.16 and 12.17 apply to the records made available pursuant to this Section.

ARTICLE 9

INDEMNIFICATION, INSURANCE AND BONDS

9.1 Indemnification

Contractor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property,

or for contribution or indemnity claimed by third parties) including attorney's fees arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, Affiliates and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, Affiliates and/or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, Affiliates and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws).

The foregoing indemnity and hold harmless shall apply to any loss, liability, penalty, damage, cost, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage encompassed by the first paragraph of this Section, except that which is caused by the negligence or willful misconduct of the Indemnitees', provided such willful misconduct or negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where an Indemnitee is determined by agreement between the parties or by the findings of a court of competent jurisdiction to have engaged in willful misconduct or been negligent and where the Indemnitees' willful misconduct or negligence accounts for only a percentage of the liability involving the obligation of Contractor under this Section 9.1 will be for that entire portion or percentage of liability not attributable to the willful misconduct or negligence of the Indemnitee(s). Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor. In instances where an Indemnitee is determined by agreement between the parties or by the findings of a court of competent jurisdiction to have engaged in willful misconduct or been negligent, City shall reimburse Contractor for the share of the cost of defense proportionate to the percentage of liability attributable to the willful misconduct or negligence of the Indemnitee(s).

Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend the Indemnitees, in any claims or actions by third parties, whether judicial, administrative or otherwise, that challenge the effectiveness of this Agreement or City's authority to enter into it, including but not limited to disputes

and litigation over the definitions of "Solid Waste" or "Recyclable Materials," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, or asserting rights under the United States or California Constitutions or any federal or State laws to provide Solid Waste services within the City.

City and Contractor agree to confer following any trial to decide jointly whether to appeal or to oppose any appeal. In the event City and Contractor jointly agree to appeal, or to oppose any appeal, City and Contractor agree to share equally the costs of appeals. Should either City or Contractor decide upon proceeding to appeal, or upon opposing an appeal, and the opposing party declines pursuing an appeal, or chooses to oppose an appeal, the party which decides to appeal, or to oppose an appeal, shall bear all fees and costs of the appeal or the opposition to the appeal.

CONTRACTOR'S DUTY TO INDEMNIFY AND DEFEND FROM THE AFOREMENTIONED EVENTS ARISING DURING THE TERM OF THIS AGREEMENT AND AS IT MAY BE EXTENDED SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.2 Hazardous Substances Indemnification

Contractor shall defend with counsel reasonably acceptable to City, indemnify, protect and hold harmless the Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, the Indemnitees arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, Affiliates or agents, whether or not negligent or otherwise culpable, relating to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, Household Hazardous Waste, Solid Waste, and/or other waste that has been generated, Collected, stored, Transported, or disposed in connection with or related to the performance of this Agreement.

The foregoing indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC. § 9607(e), Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., and California Health and Safety Code § 25364, to defend, protect, hold harmless, and indemnify the Indemnitees from liability.

The liability of Contractor pursuant to this Section 9.2 is not limited to the limits of the policies of insurance provided pursuant to Section 9.4.

THE PROVISIONS OF THIS SECTION ARE IN ADDITION TO ALL OTHER PROVISIONS IN THIS AGREEMENT AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9.3 CalRecycle Indemnification

Subject to the restrictions set forth in Public Resources Code Section 40059.1, Contractor shall indemnify and hold harmless City from and against all fines and/or penalties imposed by CalRecycle, if the source reduction and Recycling goals, or any other requirement of the CalRecycle, are not met by City with respect to the waste stream Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to delays of Contractor in providing information that prevents Contractor or City from submitting reports required by CalRecycle in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

9.4 Insurance

Contractor shall procure and maintain during the entire term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with

Contractor's performance. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless agreements, because of acceptance by City or the deposit with City by Contractor of the insurance policies described in this section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

(a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 1996 or later);
- The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25; and
- Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance.

Contractor shall maintain in force for the term of this Agreement limits no less than:

- General Liability: \$10,000,000.00 limit aggregate and \$5,000,000.00 limit per occurrence, for bodily injury, personal injury, and property damage per year. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit;
- Automobile Liability: \$5,000,000 per accident for bodily injury and property damage;
- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident;
- Deductibles and Self-Insured Retentions. Any deductibles or self- insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of such deductibles or self-insured retentions;

- Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(c) General Liability and Automobile Liability Coverages.

- City of Huntington Park and its officers and employees are to be named as additional insureds by policy endorsement as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; or vehicles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no additional limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, or agents unless specifically agreed to in writing by City;
- Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, or agents shall be excess of Contractor's insurance and shall not contribute with it;
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Indemnitees;
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- The automobile liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities;

(c) Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by Contractor for City pursuant to this Agreement;

(d) All Coverages.

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City;

(e) Acceptability of Insurers.

The insurance policies required by this section shall be issued by an insurance Contractor or companies authorized to do business in the State of California and with a rating in the most recent edition of A.M. Best's Insurance Reports of size category VII or larger and a rating classification of A or better;

(f) Verification of Coverage.

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time. City will attempt to maximize confidentiality of the policies to the extent permitted by law.

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the term;

(g) Companies and Subcontractors.

Contractor shall include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement as additional insureds under its policies or shall furnish separate certificates and endorsements for each other Contractor and subcontractor. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein;

(i) Required Endorsements.

The Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail (ten [10] days in the event of cancellation for non-payment), return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy."

Such notice shall be sent to:

City Manager or his/her Designee
The City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

The Public Liability policy shall contain endorsements in substantially the following form:

"Thirty days prior written notice (ten days in the event of cancellation for non-payment) shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy."

Such notice shall be sent to:

City Manager or his/her Designee
The City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

"The City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

"This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

"Inclusion of City as an additional insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect Contractor and City in the same manner as though a separate policy had been issued to each."

(j) Other Insurance Requirements.

- Contractor will establish an insurance policy repository and maintain copies of insurance policies required pursuant to this Agreement for 25 years after the end of the term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.
- In the event any services are delegated by Contractor to another contractor or subcontractor, Contractor shall require such contractor or subcontractor to provide statutory Workers' Compensation insurance and employer's liability insurance for all of the other contractor or subcontractor's employees engaged in the work in accordance with this section. The liability insurance required by this section shall cover all contractors or subcontractors, or the contractor or subcontractor must furnish evidence of insurance that meets all of the requirements of this section.

Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third party against Contractor or any contractor or subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to City.

If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Contractor.

9.5 Performance Bond

9.5.1 Performance Bond Required

Six months prior to the Commencement Date, Contractor shall deliver to City a performance bond, from an admitted surety insurer with an A.M. Best rating of not less than A-, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) substantially in the form provided herein, which secures the faithful performance of this

Agreement, including, without limitation, payment of any liquidated damages and the funding of any work to cure a breach of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional, annually renewed, and remain in force during the entire term of this Agreement and for the period specified in subsection 9.5.3, and shall be null and void (and returned to Contractor) at the conclusion of that period if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

9.5.2 Forfeiture of Performance Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond, which is necessary to recompense and make whole City, forfeited to City. In the event Contractor fails to renew the performance bond at least thirty (30) days prior to its expiration, and fails to notify City of same within that same period, City may declare the performance bond forfeited to City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of contract.

9.5.3 Duty to Maintain Beyond Service Term

Some Agreement requirements extend beyond the term and other requirements, such as minimum diversion rates per Section 3.8, will not be substantiated until after the final service date. Therefore, Contractor shall not terminate the performance bond, and will renew it annually to ensure continuous availability to City, until receiving a written release from City. Any performance bond will automatically expire at the end of eighteen (18) months after the end of the term unless City has notified Contractor in writing as to a specific contractual claim which is yet to be resolved, instructing Contractor to retain the bond until the contractual claim is resolved. Neither permission from City to discontinue holding this bond, nor permitted expiration after eighteen (18) months, shall relieve Contractor of payments to City that may be due, or may become due.

9.6 Property Damage

Any physical damage caused by the acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

9.7 Pavement Damage

Contractor shall be responsible for the cost to repair any damage to City's driving surfaces, whether paved or not paved, beyond normal wear and tear, caused by Contractor, or Contractor's subcontractor's, vehicles, or employees. Contractor understands that the exercise of this Franchise may involve operation of its Collection vehicles over private roads and streets. Disputes between Contractor and its service recipients as to damage to private pavement are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 9.1.

ARTICLE 10

CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In addition to, but not in lieu of, any other rights or remedies City might have under this Agreement, at law or in equity, in the event that Contractor fails, refuses or is unable to Collect, Recycle, process, Transport or dispose of any or all Solid Waste as required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than seventy-two (72) hours, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that City should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon notice to Contractor during the period of such emergency as determined by City, as hereinafter set forth, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor;

Notice of Contractor's failure, refusal, or neglect to Collect, Transport and properly dispose of or process Solid Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one Business Day of the oral notification.

ARTICLE 11

DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Events of Default

All provisions of this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- (a) Fraud or Deceit or Misrepresentation. If Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.
- (b) Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.
- (c) Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the insurance required by Article 9 of this Agreement.
- (d) Violations of Regulation. If Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor or City relative to the performance of this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered.
- (e) Failure to Perform. If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement over all or a substantial portion of its Franchise area for a period of two consecutive days or more, unless excused for Labor Unrest.
- (f) Failure to Pay. If Contractor fails to make any payments required under this Agreement by the specified due date.
- (g) Failure to Provide Required Information. If Contractor fails or refuses to provide City, within ten days of written demand, with required information, reports, and/or records in a timely manner as provided for in this Agreement.
- (h) Acts or Omissions. Any other act or omission by Contractor related to performance under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, any Applicable Law as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently

effect such correction or remedy thereafter. Any notice of violation of this subsection (h) issued by City shall include a period of thirty days as the time set to correct or remedy the violation, or such shorter period provided to City by any related notice from CalRecycle, or other governmental or regulatory agency.

(i) **False or Misleading Statements.** Any written representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

(j) **Attachment.** There is a seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof, and the same would render Contractor unable to perform its obligations under this Agreement. Contractor may contest any such seizure, attachment or levy by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered, so long as during such period Contractor continues to perform its obligations under this Agreement.

(k) **Failure to Provide Assurance of Performance.** If Contractor fails to provide reasonable assurances of performance as required under Section 11.6.

(l) **Failure to Use Collection Vehicles Powered by Natural Gas or Vehicles Less Than Ten Years of Age.** If Contractor fails to comply with the vehicle requirements of Section 3.9.2.B.

Contractor shall be given 72 hours from written notification by City to cure any default arising under subsections (e), (j), (k), and (l) above, provided, however, that City shall not be obligated to provide Contractor with a notice and cure opportunity if Contractor has committed and received a written notice and opportunity to cure the same or similar breach within a six-month period. Contractor shall be given 72 hours from written notification by City to cure any default arising under subsection (f) above, provided, however, that City shall not be obligated to provide Contractor with a notice and cure opportunity if Contractor has committed and received two or more written notices and opportunity to cure the same or similar breach within a six-month period.

City is not obligated to provide an opportunity to cure a default arising under the other subsections.

11.2 Criminal Activity of Contractor

Should Contractor or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Agreement, or of felonious conduct related to antitrust activities, illegal transport or disposal of hazardous or toxic materials, or bribery of public officials, City reserves the right to unilaterally terminate this Agreement or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Contractor has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty and any admission of guilt by

Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain. If this Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, Contractor completes a transfer of its contract rights and obligations to an individual or entity acceptable to City pursuant to this Agreement.

11.3 Liquidated Damages

(a) General. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

(i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) the services provided under this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other

remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

(b) Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste Collection service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Franchise to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article 11, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

Contractor _____
Initial Here

City _____
Initial Here

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

(a) Collection Reliability

- For each failure to commence service to a new Customer account within seven days after order, which exceed five such failures annually: \$150.00
- For each failure to deliver Bins, Carts, or Containers on the day scheduled for delivery that exceeds five such failures annually: \$ 50.00

- For each failure to correct a missed pickup within the timing allotted for correction per Section 4.2.2, and for each additional Business Day in which the Collection is not made up, which exceeds ten such failures annually: \$50.00/day
- For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two consecutive scheduled pickup days: \$150.00
- For each failure to Collect Solid Waste, which has been properly set out for Collection, from an established Customer account on the scheduled Collection day which exceeds ten such failures annually: \$25.00/pickup

(b) Collection Quality

- For each occurrence of damage to private property which exceeds five such occurrences annually: \$250.00
- For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten such occurrences annually: \$150.00
- For each failure to clean up Solid Waste spilled from Solid Waste Containers within 90 minutes that exceeds five such failures annually: \$150.00
- For each occurrence of Collecting Solid Waste during unauthorized hours (see Section 3.9.1) which exceeds five such occurrences annually: \$250.00
- For each failure to deliver a Roll-off Box or Temporary Service Bin within forty-eight (48) hours of a Customer's request: \$50.00

(c) Customer Responsiveness

- For each failure to initially respond to a Customer Complaint within one Business Day and for each additional day in which the Complaint is not addressed: \$250.00
- For each failure to process Customer Complaints as required by Article 4 herein: \$250.00

- For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within one Business Day of request from City or Customers: \$150.00
- For each failure to process a claim for damages within 30 days from the date submitted to Contractor: \$100.00
- For each additional 30-day increment of time in which Contractor has failed to take good faith actions (in the sole judgment of City) to resolve a claim for damages within 30 days from the claim date: \$100.00

(d) Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- Monthly or Quarterly Reports: \$100.00 per day
- Annual Reports: \$350.00 per day

(e) Diversion Efforts

- For every Organic Materials or Recycling Cart Collected as Refuse without issuing a warning notice per Section 3.4: \$25.00 per Cart
- For every ton of diversion Contractor falls below the minimum necessary to meet the diversion requirement each year per Section 3.8.1, beginning with the first full calendar year 2021, and including any partial calendar year at the end of the term: \$25.00 per ton

(h) Collection Vehicles

- For each day vehicle on each day Contractor does not comply with requirements to exclusively use Collection vehicles powered by natural gas as described in Section 3.9.2.B: \$100.00 per vehicle per day

(i) General Contract Adherence

- For each day that Contractor fails to provide services required under this Agreement, or comply with terms of this Agreement, five Business Days after receipt of written notification from City that such services are not being provided or terms are not being met: \$100.00 per day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer Complaints.

Prior to assessing liquidated damages, City shall give Contractor written notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies of, at its own expense) all non-confidential information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non- performance. The City Manager will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final.

(j) Amount. City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

(k) Timing of Payment. Contractor shall pay any liquidated damages assessed by City within ten days after they are assessed. If they are not paid within the ten-day period, City may withhold the amount due from any payments due to Contractor (if any), or, to the extent such withholding would not be sufficient to cover the amount due, may proceed against the bond required by this Agreement or order the termination of the Franchise granted by this Agreement, or exercise any other right or remedy available to City under this Agreement or at law or in equity, or any combination of these remedies.

11.4 Excuse from Performance

11.4.1 Force Majeure

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, epidemics, pandemics, quarantine restrictions, acts of any government (including judicial action), and other

similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

11.4.2 Labor Unrest

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor will be considered an excuse from performance to the extent that Contractor meets the terms of this Section 11.5. Notwithstanding other remedies to which City shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

- (a) Provide a contingency plan to City within 90 days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval; and Contractor shall amend the plan, to the extent reasonably practicable, to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to City's satisfaction. The plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.
- (b) Notify the City Manager 60 days prior to the expiration of its drivers' labor agreement, if any.
- (c) Meet the requirements agreed to in the contingency plan.

11.5 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12

OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, Affiliates, and agents. Neither Contractor nor its officers, employees, subcontractors, Affiliates, and agents shall obtain any rights to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws and regulations of the United States, the State of California, and local agencies. City shall comply with all applicable regulations promulgated by federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void, and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Contractor, "assignment" shall include, but not be limited to (a) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (b) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party that may result in a change of control of Contractor; (c) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Contractor; (d) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (e) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (a) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (b) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion, except for an assignment to an Affiliate, which City shall deny or approve in its reasonable discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

- (a) Contractor shall pay City its reasonable expenses for attorney's and consultant's fees and investigation costs necessary to investigate the suitability of

any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment towards expenses may be requested by City prior to City consideration of any assignment request. Contractor shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of the advance payment, regardless of whether City consents to the assignment.

(b) Contractor shall pay a transfer fee to City equal to one percent of the annual revenue for the most recent 12 months after the Commencement Date of the change of ownership multiplied by the number of remaining years, or fraction thereof, under this Agreement. Payment of a transfer fee will not be required in the event of an assignment to an Affiliate of Contractor.

(c) The proposed assignee must furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years. If assignment is to an Affiliate and Affiliate provides a performance guarantee from the parent Contractor, the parent Contractor's audited financial statements may be provided.

(d) A pro-forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro-forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations. A pro-forma financial statement is not required for an assignment to an Affiliate where the parent guaranty is unchanged.

(e) Except for an assignment to an Affiliate of Contractor, the proposed assignee must furnish City with satisfactory proof: (i) that the proposed assignee has at least ten years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) that in the last five years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local

laws regulating the Collection and Disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

12.6 Contracting or Subcontracting

Contractor shall not engage any Affiliates or subcontractors for Collection, transfer, processing, Recycling or Disposal of Solid Waste without the prior written consent of City. Transport from the transfer station to processing or Disposal Sites is excluded from this paragraph.

12.7 Binding on Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the permitted assigns of the parties.

12.8 Transition to the Next Contractor

If the transition of services to another Contractor occurs through expiration of term, default, and termination, or otherwise, Contractor will cooperate with City and subsequent Contractor(s) to assist in an orderly transition which will include, but not be limited to, Contractor providing detailed route lists, billing and service-level information and other operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this Agreement and/or other equitable relief necessary to enforce this Agreement.

Contractor shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall obtain any Customer approvals, if required, to transfer such means of access to the new service provider in a timely manner, and shall provide to City and new service provider the names, service address, service level details, and contact information for any Customers who refuse to provide such authorization. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names

and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full Business Day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor Containers with Containers provided by the new service provider so as to assure that Customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time.

This provision shall survive termination of this Agreement.

12.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

12.10 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

12.11 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: City Manager or his/her designee

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

Copy to: City Attorney: Arnold Alvarez-Glasman
City of Huntington
6550 Miles Avenue
Huntington Park, CA 90255

If to Contractor: _____

The address to which communications may be delivered may be changed from time-to-time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered; or, three (3) days from the date it is deposited in the mail for Certified Delivery via the USPS.

12.12 Representatives of the Parties

References in this Agreement to "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Contractor shall, by the Commencement Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to him/her by Contractor as communicated to City.

12.13 City Free to Negotiate with Third Parties

Notwithstanding the exclusive nature of the Franchise, City may investigate all options for the Collection, Transporting, Recycling, processing, and Disposal of Solid

Waste at any time prior to the expiration of the term. Without limiting the generality of the foregoing, City may solicit proposals from Contractor and from third parties for the provision of Collection services, Disposal services, Recycling services, Organic Materials services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement.

12.14 Compliance with Municipal Code

Contractor shall comply with those provisions of the Municipal Code that are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement. If changes to the Municipal Code made after the execution of this Agreement are in conflict with this Agreement, the terms and conditions set forth in this Agreement shall prevail.

12.15 Privacy

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or Contractor, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by CalRecycle. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Contractor.

12.16 Proprietary Information, Public Records

City acknowledges that a number of the records and reports of Contractor are proprietary and confidential. Contractor is obligated to permit City inspection of its records on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor.

Notwithstanding the foregoing, and notwithstanding Section 12.17 (as it applies to City), any documents provided by Contractor to City that are public records may be disclosed pursuant to the California Public Records Act or other Applicable Law.

12.17 Attorney's Fees

In any action or proceeding to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall be entitled to an award of attorney's fees, experts' fees, and other costs reasonably incurred in the prosecution or defense of such action, in addition to any other relief to which the party may be entitled.

ARTICLE 13 MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

This Agreement, including the exhibits, contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. No verbal agreement or conversation with any office, agent, or employee of City, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.4 Interpretation

This Agreement, including the exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

13.5 Amendment

This Agreement may not be modified or amended in any respect except by a writing signed by the parties and duly authorized.

13.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Exhibits

Each of the exhibits identified in this Agreement is attached hereto and incorporated herein and made a part hereof by this reference.

13.8 Non-Waiver Provision

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance, or unexcused defaults by the other party.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

Contractor:

By: _____
XXXXXXXX XXXXXXXX

City of Huntington Park

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Date Here

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City of Huntington Park

ITEM NO. 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 3, 2022

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

Dear Mayor and Members of the City Council:

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

IT IS RECOMMENDED THAT CITY COUNCIL:

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

FACTS AND PROVISIONS

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

The process to select the applications for City Council review included the eligibility review by requiring that permits be filed by local non-profit organizations only.

Additionally, applicants are aware of the increased public safety measures by requiring minimum ages for adults in charge of fireworks stand operations, requiring overnight security of stands, and updating sidewalk setback requirements in order to prevent

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

May 3, 2022

Page 2 of 2

obstruction of vehicular line of sight. It will also require Building and Safety inspections for the temporary stands.

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

Pursuant to Huntington Park Municipal Code 4-8.02, the sale of fireworks shall be limited to the time period of 12:00 noon on June 26th, and ending at 11:59 p.m. July 4th of each calendar year.

Furthermore, Huntington Park Municipal Code 4-8.03 stipulates that complete applications will be presented to City Council at the first meeting in June for consideration. However, from a procedural standpoint, waiting until June will not provide the applicants with enough time to arrange the logistics for their fireworks stand to comply with City requirements.

FISCAL IMPACT

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

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

STEVE FORSTER
Interim Director of Community Development

ATTACHMENT(S)

A. Applications Submitted by Local Non-Profit Organizations

ATTACHMENT "A"

FIREWORKS PERMIT APPLICATIONS

1. Southeast Women's Organization (2911 E. Florence Ave)
2. Praise Chapel Church (2500 E. Slauson Ave)
3. Huntington Park Police Officers Association (1925 E. Gage Ave)
4. Huntington Park Youth Football (1951 E. Florence Ave)
5. AYSO Region 526 (5900 Pacific Blvd)

4-8.03 Permits—Applications.

(a) Applications for permits to sell fireworks:

- (1) Shall be available in the Community Development Department located in City Hall;
- (2) Shall only be accepted from a local non-profit organization.

For purposes of this chapter, a “local non-profit organization,” “organization,” and “applicant” shall mean a non-profit organization, association, or group that:

- (i) Possesses a valid and current non-profit status from the State of California, and
- (ii) Is organized primarily for community service, religious or charitable purposes within the City of Huntington Park, or
- (iii) Has been organized, established and provides services within the City of Huntington Park for a minimum of one year continuously preceding the filing of the application for the permit;
- (3) Shall clearly identify the name and address of the organization. In addition, the application shall include at least one active member’s name and title as an additional applicant and shall set forth such other information pertaining to the organization as the City of Huntington Park may reasonably request for investigation;
- (4) Shall be made in writing, addressed to and filed with the Community Development Department;
- (5) Shall be submitted between March 1st and April 15th of each year except that when the last day falls on a day when the City Hall is closed, the application shall be submitted the following business day;
- (6) Shall set forth the proposed location of the fireworks stand;
- (7) Shall be accompanied by an assurance that, if the permit is granted to the applicant, the applicant, at the time of receiving notice that the permit has been granted, shall obtain insurance and provide the Building Official with a certificate issued to the applicant, for each fireworks stand location, showing insurance coverage in effect during the time covered by the permit as follows: insurance limits of not less than one million (\$1,000,000.00) dollars per occurrence for bodily injury, property damage, and products liability, with the City, and its officers and employees, named as additional insured. Such insurance certificate shall be furnished for each fireworks stand location prior to the issuance of such permit, with the form of the certificate approved by the City’s Risk Manager, City Attorney or designee;
- (8) A copy of the required retail fireworks license from the State Fire Marshal shall be furnished prior to the issuance of such permit.

(b) The approval or denial of an application shall take place in the following manner:

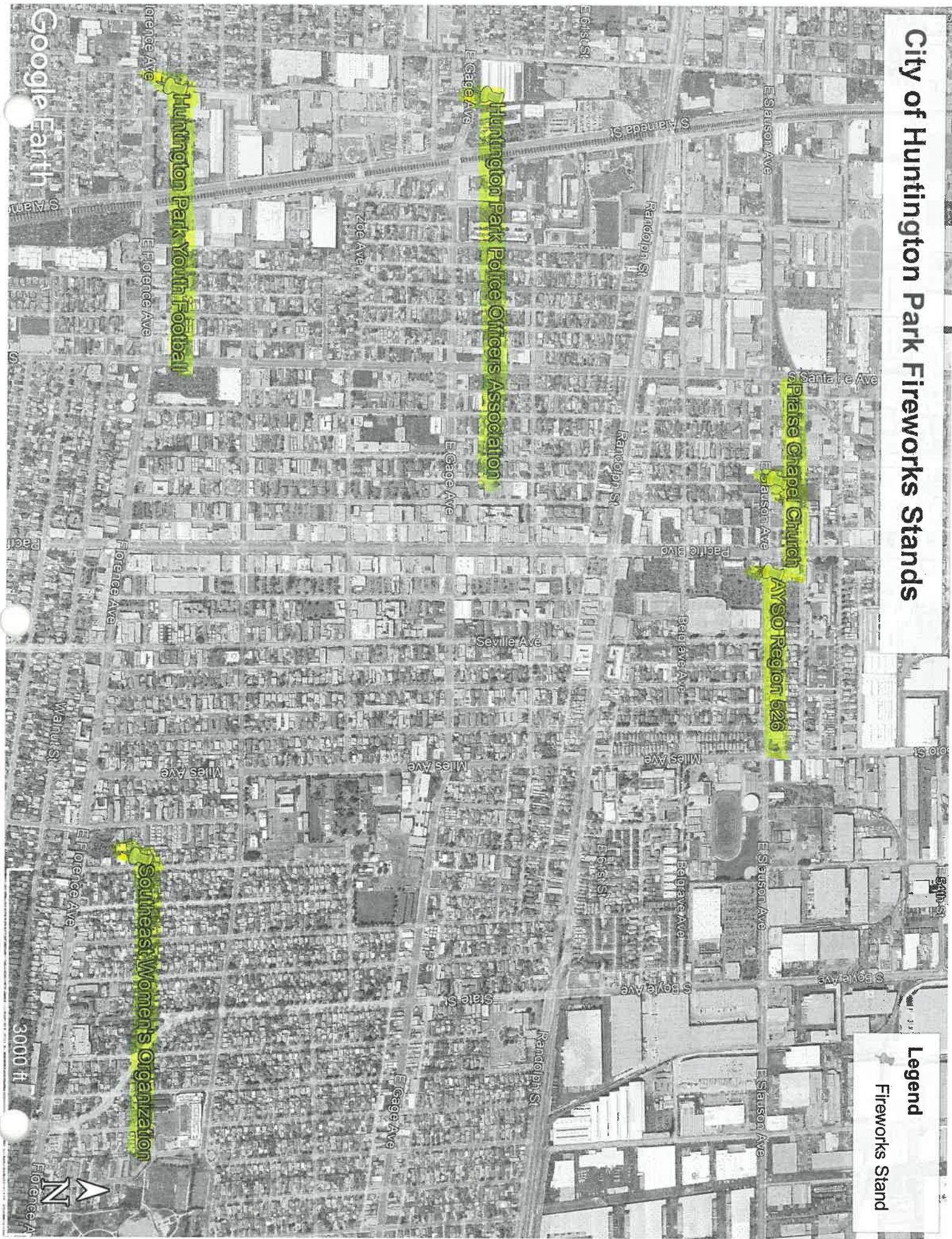
- (1) All complete applications submitted on or before April 15th will be presented to the City Council at the first meeting in June for consideration. Approval of fireworks permits shall be subject to the City Council.
- (2) Applicants for such permits shall be notified by the Community Development Department or designee of the approval or denial of their application not later than the following business day proceeding the City Council’s determination.
- (3) The findings of the City Council, shall be endorsed on each of the applications and indicated by the words “granted” or “denied.” If the application is denied, the Community Development Department shall give notice of such decision to the applicant and the reasons for the denial.

(§ 1, Ord. 908-NS, eff. June 20, 2013, as amended by § 1, Ord. 2019-974, eff. July 4, 2019)

City of Huntington Park Fireworks Stands

Legend

Fireworks Stand



ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 3, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A FIRST TIME HOME BUYER GRANT PROGRAM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the First Time Home Buyer Grant Program;
2. Appropriate the allocation of HOME related funding in the amount of \$1,675,695 to the fiscal year 2021/22 budget
3. Authorize the City Manager to execute all future documents and agreements on behalf of the City.

BACKGROUND

In 2021, the City Council authorized staff to investigate and develop a program for assisting residents of the City who would like to purchase a home in Huntington Park. Staff has worked with local funding agencies to develop a set of guidelines that would allow for down payment assistance to start on their path of home ownership. In addition, the City has conducted more than 8 "First Time Home Buyer Workshops" with potential buyers and agents to educate residents and lending agent on the process. These workshops are ongoing.

Currently, the City has set aside approximately \$2.9 million dollars of non-general fund money to fund this program dating back to fiscal year 15/16. The allocation would be out of the City's HOME allocation for housing related projects including the first time home buyer program. A substantial amendment will be advertised for the remaining balance (\$1,224,305) of HOME allocation money as a future Council action for FY 2022/23.

CONSIDERATION AND APPROVAL OF A FIRST TIME HOME BUYER GRANT PROGRAM

May 3, 2022

Page 2 of 2

FISCAL IMPACT

The City Council has approved the prior fiscal years HOME allocation. However, this was not included in the fiscal year 2021/22 budget. An appropriation of \$1,675,695 to the current fiscal year's budget is required to fund the program. Additional funding in the amount of \$1,224,305. Will need a substantial amendment brought to the Council at a future date.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager

STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

1. Draft First Time Home Buyer Guidelines

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

FIRST TIME HOMEBUYER PROGRAM (FTHB PROGRAM)

DRAFT 2022

POLICY AND PROCEDURAL MANUAL

UPDATED APRIL 2022



First Time Homebuyer Program

The First Time Homebuyer (FTHB) Program is designed to assist creditworthy, income-qualified applicants who wish to purchase their first home within the City of Huntington Park. All required processing forms are included as attachments to this document. The City of Huntington Park reserves the right to modify, change, enforce, waive, accept, and approve individual case files based upon practice and procedure within the real estate lending industry with the sole authority of the City Manager or his/her designee. The City of Huntington Park may revise these guidelines from time to time and will give notice of significant program changes.

For all inquiries, please contact Steve Forster, Interim Community Development Director at sforster@h pca.gov or **323-584-6318**.

Program Guidelines

2021 Income Limits		1	2	3	4	5	6	7	8
Family Size	(130% of Area Median Income)	\$72,800	\$83,200	\$93,600	\$104,000	\$112,320	\$120,640	\$128,960	\$137,280

- Single family residences are eligible for purchase by eligible first-time homebuyers. No other properties qualify for the FTHB Program.
- FTHB Program loans will be made to eligible borrowers selected among successfully completed applications.
- Up to \$120,000 or 20%, whichever is lesser, in the form of a second mortgage loan deferred for 30 years can be provided by the city for down payment assistance.
- 1% minimum borrower contribution is required.
- Adjustable interest rate first mortgage loans are not allowed under this Program.
- Applicants and co-applicants must be first-time home buyers, defined as: someone who has never had an ownership interest in a residential property.
- Applicant agrees that they may not refinance until 5 years after purchase, and they may not sell until 10 years after purchase.
- Only current City of Huntington Park residents are eligible. Eligible applicants are those who have lived within the incorporated city boundaries for the City of Huntington Park a minimum of 1 calendar year.
- The borrower will be required to pay the City the value of the home equity if any of the following occur within 30 years of the loan origination: (1) the borrower sells the property; (2) the borrower transfers title/ownership of the property; (3) the borrower no longer occupies the property as their primary residence; or (4) the borrower refinances their first deed of trust without the City's prior approval.



Application Process Overview

- Complete Applications must be postmarked and received by the Department by a designated time as determined by the City Manager or his representative.
- A Certificate of Occupancy for the housing unit must be issued by City prior to funding the FTHB Program loan.
- A copy of escrow instructions must be provided to the City twenty-one (21) days after City issues an award letter. Failure to submit escrow instructions will forfeit the applicant's opportunity to continue their participation in the Program.

Application Checklist

In order to assist the City in reviewing and processing your application, the following information is required. Please return the following items:

Signed application including the following:

- Section 1 - Applicant(s) Information
- Section 2 - Household Composition
- Section 3- Employment History
- Section 4 - Monthly Income Declaration
- Section 5 - Monthly Expenses
- Section 6 - Applicant(s) Assets
- Section 7 - Federal Income Tax Return Filing Statement (if applicable)
- Section 8 - Equity Share Disclosure
- Section 9 - Monitoring Disclosure
- Section 10 - Release of Information
- Section 11 - Consent and Declaration

Attach the following supporting documentation to your signed application:

- 1. COPY of last three (3) years' federal income tax return, with W-2s for applicant(s) and other household members 18 and older, if any.
- 2. COPY of three (3) most recent paycheck stubs for applicant(s) and other household members 18 and older, if any. Self-employed persons must provide a year-to-date profit and loss statement from a certified public accountant.
- 3. COPY of three (3) most recent savings account statements and six (6) most recent checking accounts statements for all accounts (all pages) demonstrating evidence of your 1% minimum contribution toward down payment.
- 4. COPY of purchase and sales agreement and/or escrow instructions (if any)
- 5. COPY of first mortgage loan approval commitment letter.
- 6. COPY of other income documentation (supply a copy of the award letter or a copy of the check m: direct deposit bank statement:
- Child Support (If Child Support has been ordered but never or periodically received, please provide proof from the District Attorney Office)
- Alimony
- Social Security, SSI
- Retirement



- Disability
- AFDC
- Proof Of Income for All Persons Living in Household
- Interest On Savings/Income Earning Accounts
- 7. COPY of a credit report no more than 3 months old for applicant(s)
- 8. PROOF of residency. Applicant(s) will be required to provide COPIES of documents demonstrating history of residency in the City. Documentation may include tax returns, utility bills, rent receipts, lease, or rent agreement or other documents, as determined by staff to verify residency eligibility.

*******IMPORTANT*******

Please submit your original signed application with all the exhibits & photocopies of items 1 through 8. The City will not be responsible for returning or safeguarding original personal documents for items 1 through 8.



Section 1

First Time Homebuyer Program Application

FOR CITY USE ONLY

Application Received	Application #:	Approved:	Denied:
Date:	Comments:		
Time:			

Applicant Information

Applicant Name:	Primary Telephone Number:
Social Security Number:	Date Of Birth:
Co-Applicant Name:	Primary Telephone Number:
Social Security Number:	Date Of Birth:

Home Address:

Mailing Address (If Different):

Previous Address (if residing less than 3 years at above address):

Marital Status: Married Single Divorced Legal Separation Widow

Applicant Current Employer:

Work Telephone:

Employer's Address:

Co-Applicant Current Employer:

Work Telephone:

Employer's Address:



Section 2

Household Composition

(Please list all individuals who will live in the house)

Member No.	Name	Relationship	Age	Social Security Number
Head of Household		Applicant		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please check the racial/ethnic group which applies to applicant(s) (optional). Mark all that apply:

- White African American Native American
 Asian Latino Other:
 Alaska native Native Hawaiian or
other Pacific Islander

Does anyone live with you now who is not listed above? Yes No

Does anyone plan to live with you in the future who is not listed above? Yes No

Please explain any yes answers to the questions above:

The information provided above is true and complete to the best of my/our knowledge and belief. I/we consent to the disclosure of income and financial information from my/our employer and financial reference for purposes of income and asset verification related to my/our application.

Applicant

Date

Co-Applicant

Date



Section 3

Employment Information

Applicant Information

Current Employer:	Monthly Gross Income:
Occupation:	Phone Number:
Length of Employment:	City/State/Zip
Address:	Phone Number:
Previous Employer (if less than 2 years):	Monthly Gross Income:
Occupation:	Phone Number:
Address	City/State/Zip

Co-Applicant Information

Occupation:	Monthly Gross Income:
Length of Employment:	Phone Number:
Address:	City/State/Zip
Previous Employer (if less than 2 years):	
Occupation:	Monthly Gross Income:
Length of Employment:	Phone Number:
Address:	City/State/Zip



Section 4
Current Monthly Income Chart
(Please list all sources of Household Income)

Source	Applicant	Co-Applicant	Other Household Members 18 Or Older	Total Monthly Income
Salary/Base Pay	\$	\$	\$	\$
Overtime Pay	\$	\$	\$	\$
Commissions	\$	\$	\$	\$
Fees	\$	\$	\$	\$
Tips	\$	\$	\$	\$
Interest and/or dividends	\$	\$	\$	\$
Bonus	\$	\$	\$	\$
Rental Income	\$	\$	\$	\$
Social Security /Pension/Retirement	\$	\$	\$	\$
Alimony /Child Support	\$	\$	\$	\$
AIFDC/Unemployment	\$	\$	\$	\$
Other	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total Monthly Household Income	\$	\$	\$	\$



Section 5

Applicants Monthly Expenses

Applicant(s)			
	Creditor	Monthly Payment	Balance
Rent Payment		\$	\$
Auto Payment		\$	\$
Auto Payment		\$	\$
Student Loan		\$	\$
Student Loan		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Other		\$	\$
Total		\$	\$

Have you or any other person listed on this application as a co-applicant previously purchased or had prior ownership interest in residential real estate? Yes No

Please explain any yes answer to the question above:



Section 6

Applicant(s) Assets

Applicants

	Creditor	Monthly Payment	Balance
Rent Payment		\$	\$
Auto Payment		\$	\$
Auto Payment		\$	\$
Student Loan		\$	\$
Student Loan		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Credit Card		\$	\$
Other		\$	\$
Total		\$	\$

I (we) certify that the above statement is true. I (we) authorize the City to verify credit worthiness.

Applicant

Date

Co-Applicant

Date



Section 7
Federal Income Tax Return Filing Statement
(Submit only if applicable)

Please complete the following if you did not file a federal income tax return for any of the last three (3) years.

I/we, _____ (Print Your Name), did not file a federal income tax return for the following years: _____, for one of the following reasons:

1. I/we were instructed by the internal revenue services that my/our income was not sufficient to file a federal income tax return. Please indicate the year: _____.
2. I did not work, I was _____ Please indicate the year(s): _____.
3. Other: _____

I/we, the above-named applicant(s), by signing below, hereby acknowledge, under penalty of perjury, and assert that the statement herein is true and correct, and that any false statement will be just cause for the City to request the full repayment of any loan assistance provided through the Program.

Applicant

Date

Co-Applicant

Date



Section 8 Equity Share Disclosure

I/we hereby agree and understand that the City will share a portion of the net profit (see table below) I/we could make in a subsequent sale or transfer, based on the appreciation of the home. The original loan amount will be due and payable upon the sale or transfer of the property, if the property is no longer occupied as my/our primary residence, an unapproved refinance or change of ownership to a non-qualified family member before expiration of the 30-year term.

Year of Transfer/Sale	Equity paid to City	Loan Interest Rate
0-10	15%	3%
11-15	10%	0%
16-30	5%	0%
After 30	0%	Loan is forgiven

An example of this equity share, as it would apply to a Program borrower selling or transferring the home at year 15 is as follows:

A borrower assisted with a Loan of \$75,000 for the purchase of a home with a fair market value of \$300,000 at the time of its purchase, sells or transfers the home in year 15 to a non-qualified buyer and the value of the home has increased to \$400,000.

As indicated in the table above, the borrower must repay the original loan amount of \$75,000 and share 10% of the equity or appreciated value. In this example, the borrower would repay the loan of \$75,000 and \$10,000 in equity share, (10% of \$100,000 which is the difference between \$300,000 and \$400,000) for a total of \$85,000.

Applicant

Date

Co-Applicant

Date



Section 9

Monitoring Disclosure

I/we hereby agree and understand that the City will monitor annually to ensure the home has remained our primary residence. I/We will be required to mail to the City a copy of my/our hazard insurance policy, home telephone bill, a copy of my/our property tax bill, and a copy of my/our electricity and water utility bill by July 1st of each year.

In addition, the City will monitor the general upkeep of the home purchased with City assistance. I/We agree to keep the home in good condition and repair, with no excessive weeds, debris, or chipped paint. I/We agree to comply with property maintenance standards as established in the City's municipal code.

Applicant

Date

Co-Applicant

Date



Section 11

Consent and Declaration

I/We, as undersigned, hereby agree to arrange for an authorized representative of the City of Huntington Park to enter my/our proposed single-family residence for the purpose of evaluating the housing structure. This evaluation will be performed jointly by the property owner (or property owner's agent), the undersigned and an authorized representative of the City. In addition, by signing below, I/We declare that the information provided within my/our application package is true and accurate to the best of my/our belief and knowledge that I/We made no misrepresentations in the application or its related documents, nor did I/We omit pertinent information and that I/We under penalty of perjury have received and read the City's First-Time Homebuyer Program Guidelines.

The undersigned certify the following: I/We have applied for a loan under the First-Time Homebuyer Program funded by the City. In applying for assistance, I/We completed this application containing private information for the purpose of obtaining a loan. I/We understand and agree that the City shall maintain my/our application package as a confidential file and shall not reveal any of its contents to any third party without my/our authorization unless the City is required to treat such information differently pursuant to applicable law or court order.

I/We understand and agree that the City reserves the right to change the review process to a full documentation Program on a case-by-case basis. This may include independent verification of the information provided on the application. I/We expressly consent to and authorize City of Huntington Park to verify the information on the application and hereby instruct all persons so requested to fully cooperate with the City, including, but not limited to providing further confirmation or documentation as the City may request from time to time. I/We understand and agree that the City reserves the right to change the requirements of this application and the FTHB Program at any time.

Applicant

Date

Co-Applicant

Date

ITEM NO. 7

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



May 3, 2022

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:

REJECT BID PROPOSAL RECEIVED FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Reject the lone bid proposal for the design-build of fire protection alarm services at thirteen city facilities in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified C-10, C-16 licensed contractors and relevant and experienced engineering firms to design the fire protection alarm system plans and specifications for bidding purposes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There are currently thirteen City-owned facilities that either do not have or partially do not contain a fire protection alarm system. The integration of fire alarm systems, fire protection, life safety, and other fire protection systems into the design of all building types is essential to protect public safety, public property and to comply with applicable building codes.

On March 1, 2022, the City Council authorized staff to advertise the Request for Bid (RFB) for the design-build of a fire protection alarm system at thirteen City-owned facilities. RFB was published on March 4, 2022 in a newspaper of general circulation. City received one lone bid proposal on April 19, 2022. Staff analyzed the bid proposal received and after reviewing the bid proposal, the recommendation is to reject the lone bid. The advantages to rejecting the bid proposal and re-advertising the project is that the City may increase the number of participants as the fiscal year comes to an end and provides staff with an opportunity to hold additional pre-job walk meetings and discuss the project scope of work with the designers and find out more about potential risks or uncertainties.

REJECT BID PROPOSAL RECEIVED FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

May 3, 2022

Page 2 of 3

Below is a tentative bid schedule:

RFP ISSUED	May 13, 2022
MANDATORY PRE-BID MEETING: 9:00 AM	May 31, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 6, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	June 13, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	June 23, 2022
TENTATIVE CITY COUNCIL AWARD DATE	July 5, 2022
APPROXIMATE NOTICE TO PROCEED DATE	July 11, 2022

A formal RFP will request a fire protection engineering consultant that designs, takes measurements and lays out the fire protection system through the production of contract plans and specifications for bidding purposes. Upon authorization from the City Council to publish the RFP, staff will upload the RFP to the City's website and provide the City Clerk's Office with the publication notice.

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

There is no fiscal impact associated with the rejection of the bids, though there is a minimal cost of approximately \$500 associated with publishing the RFP.

CONCLUSION

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

Respectfully submitted,

REJECT BID PROPOSAL RECEIVED FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

May 3, 2022

Page 3 of 3



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Request for Proposal

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL BID FOR
Design Services of Fire Protection Alarm System Network**

PROPOSAL DUE DATE: THURSDAY, JUNE 23, 2022, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

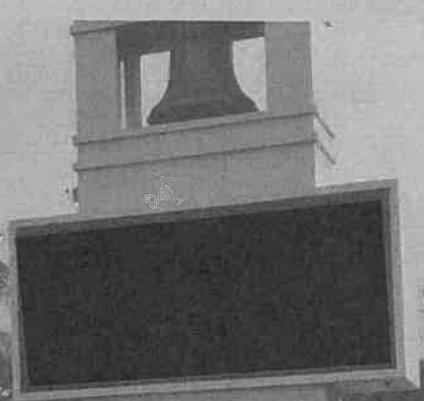
A black and white photograph of a large, rectangular sign mounted on a tall post. The sign has a dark top half and a light bottom half. The words "CITY OF HUNTINGTON PARK" are printed vertically in capital letters on the right side of the sign. In the background, there is a bridge with multiple arches and several palm trees under a clear sky.

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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals for the design of a fire protection alarm system network at thirteen (13) City facilities where a system does not exist. Requesting a fire protection consultant/design engineer that designs, takes measurements and lays out the contract plans and specifications of fire protection systems for bidding purposes. Consultant must be knowledgeable of all the pertinent equipment associated with these systems and electrical alarm systems. Contractor must be a State of California licensed C-10, C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3. Classifications or licensed State of California licensed engineer. Proposals will be received until **2:00 pm on Thursday, June 23, 2022.**

2. OVERVIEW

This design professional services agreement includes, though is not limited to, furnishing all materials, equipment, labor and services associated with the design of contract plans and specifications and obtaining proper permits from Los Angeles County Fire Department and other relevant permits for a fire protection alarm system network that protects non-sprinkled historic City buildings and warehouses. The City does not possess building As-built plans, so the selected consultant must take measurements of all City facilities and perform the design without the use of available As-built plans. This project is subject to the latest edition of the Building Code and Public Contracting Code procurement requirements.

- *2019 California Building Code. California Code of Regulations, Title 24. International Code Council.*
- *2019 California Fire Code. California Code of Regulations, Title 24. International Code Council.*

A mandatory pre-bid meeting has been scheduled for Tuesday, May 31, 2022 at 9:00 a.m.; City of Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255. Proposers must attend the pre-bid meeting to be eligible to submit a proposal. Proposers will visit all thirteen City-owned (13) facilities. This is an opportunity for interested proposers to ask questions and take notes. It shall be the responsibility of the consultant to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide the design of a fire protection alarm system network at thirteen (13) City facilities where a system does not exist. The consultant applying should have significant experience in providing this type of services.

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

A. Task 1 – Design Services of Fire Protection Alarm System Network

- The consultant's proposal shall include but not be limited to the following items:
 - Prevailing Wage Labor Rates
 - System Design Engineering
 - Electronic Shop Drawings and Submittals
 - Design Drawings must be reviewed and permits issued by the City's Building Division and Los Angeles County Fire Department
 - Plan Check review of redline comments, permitting and inspection fees
 - As-Builts and O&M's Upon Completion
 - Standard AVC Insurance Coverage
 - Fire Alarm Testing and Inspections
 - Onsite System User Training
 - System Programming
 - Shutoff Wiring and/or Terminations
 - 120VAC Wiring and/or Terminations
 - Relays rated greater than 10.0amps (24vd/ac or 120va)
 - Access Panels
 - Sprinkler Flow and Tamper Switches
 - Knox Box and/or Tamper Switch
 - Elevator Access Panels for Smoke and Heats
 - Elevator Control Wiring and/or Terminations
 - Structural Backing or Supports
 - Coring, Cutting, Patching or Painting
 - Fire Stopping and Sealing of Penetrations
 - Bid, Payment, or Performance Bonds
 - Single Path Communicator(s) (Cell, Radio, or IP Dialers)

Building	Smokes / Heats	Horn Strobes	Strobes	Pull Stations	Other Devices
Fleet Building	9	12	6	5	
Metro Transit	10	4	7	2	
Street Division	3	2	3	3	
Street Division Sm Building	2	2	1		
Water / Elec Dept	22	12	7	6	
Admin Office	15	4	3	4	
Park Department	5	1	2	1	
Parks Shed	8	2	1		
Recreation Building	65	34	30	11	
City Hall	125	34	51	11	15
Police Station	85	21	30	6	15
Muni Building	5	1	3		
Community Center	32			7	4

Options will include the following, though the bidder may present a case for approved alternative:

- Simplex Commercial Fire Alarm
- Notifier by Honeywell Commercial Fire Alarm
- Fire-Lite Alarm System
- ADT

Installation Method: In Conduit / Open Cable as required By Code

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts and will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against. No person will be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract. The right is reserved by the City to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the bid which best serves the interests of said City.

PER CALIFORNIA LABOR CODE (CLC) THE FOLLOWING IS HEREBY INCORPORATED:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City. Proof of registration for each contractor and subcontractor listed on the bid is required. As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the

Department of Industrial Relations. As set forth in CLC section 1773, the City shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 35 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

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 (65%) – 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 (25%) – The consultant's responsiveness in developing a comprehensive plan to oversee the completion of the design-build project while meeting regulatory requirements and the City's specific needs.
- 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 may review the bid proposals. Bid proposals will be ranked based on qualifications and an interview may take place with the top ranked consultants. However, at its sole discretion the City may dispense with interviews and select a consultant to perform the work.

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All bid 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 BID 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 providing labor compliance for this design-build project. The proposer shall explain the way in which the proposer will timely

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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.

References: Each consultant must include at least 3 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. 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 Task 1, 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 Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Design Services of Fire Protection Alarm System Network**" 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 RFB must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpcgov

Questions regarding this proposal shall be submitted via email by **5:00 PM, JUNE 6, 2022**. In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **June 13, 2022**. The addendum and/or responses 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 two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, JUNE 23, 2022**, 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 may not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – SITE PLANS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	May 13, 2022
MANDATORY PRE-BID MEETING: 9:00 AM	May 31, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 6, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	June 13, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	June 23, 2022
TENTATIVE CITY COUNCIL AWARD DATE	July 5, 2022
APPROXIMATE NOTICE TO PROCEED DATE	July 11, 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 OCNSULTING SERVICES TO BE PERFORMED].

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

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

II PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

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

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

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

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

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

V.
INDEMNIFICATION

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

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

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

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C 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, limit, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS

Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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



Certificate Holder:

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

Acceptability of Insurers:

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

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

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

Request for Bid

Design Services of Fire Protection Alarm System Network

Page | 36

SUBJECT TO CHANGE ACCORDING TO EVENT

		CERTIFICATE OF LIABILITY INSURANCE																										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		DATE <input style="width: 100px; border: 1px solid black;" type="text"/>																										
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).		INSURER(S) NAME/NAME(S) <input style="width: 100px; border: 1px solid black;" type="text"/>																										
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<small>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 AS IS SHOWN OR MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>		REVISION NUMBER: <input style="width: 100px; border: 1px solid black;" type="text"/>																										
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CERTIFICATE HOLDER <input style="width: 100px; border: 1px solid black;" type="text"/>		CANCELLATION																										
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255		<small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</small>																										
<small>AUTHORIZED REPRESENTATIVE</small>		SIGNATURE <input style="width: 100px; border: 1px solid black;" type="text"/>																										
<small>© 1988-2015 ACORD CORPORATION. All rights reserved.</small>																												
<small>ACORD 25 (2016/03)</small>		<small>The ACORD name and logo are registered marks of ACORD</small>																										
<small>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable</small>																												

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

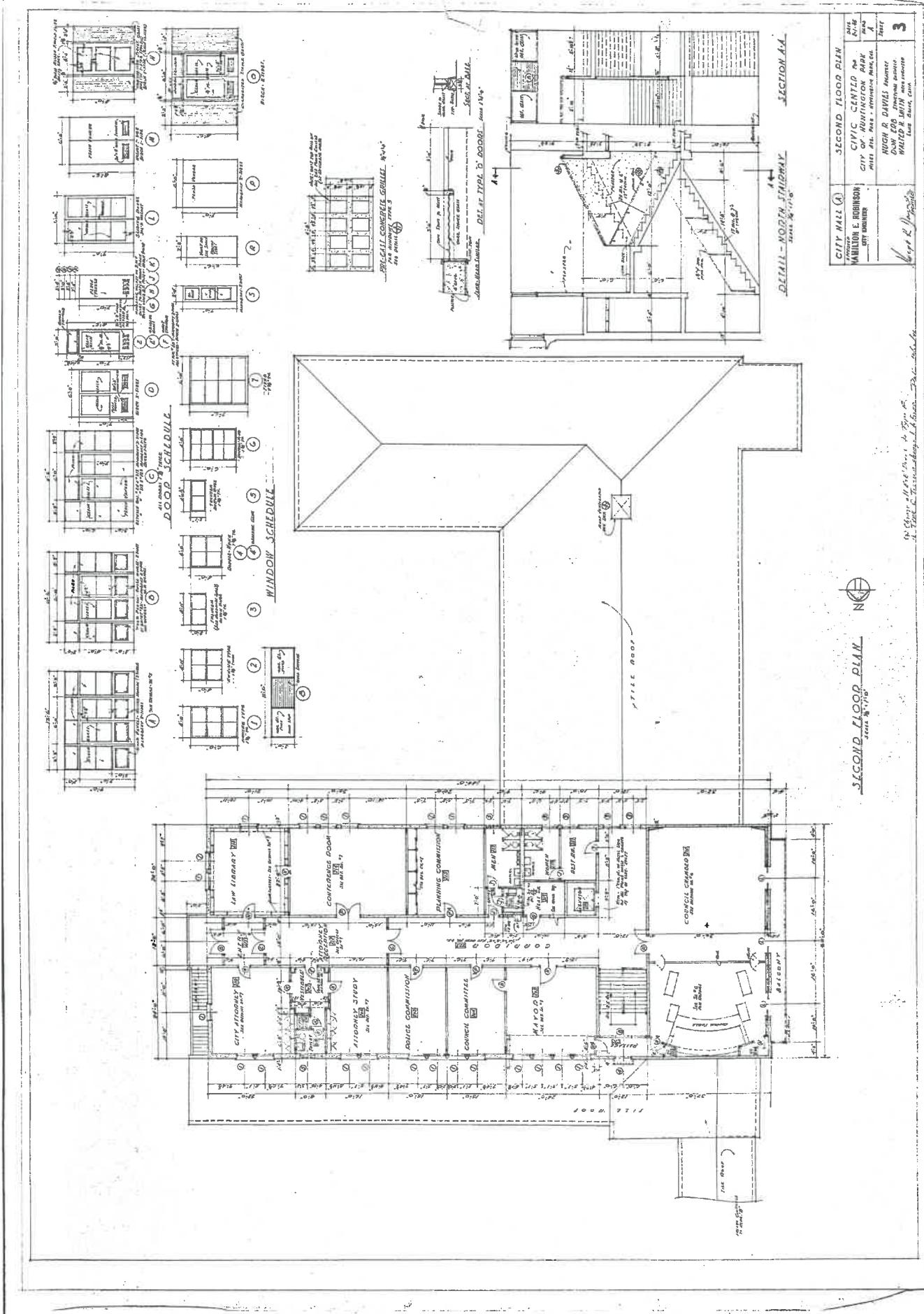
State Or Governmental Agency Or Subdivision Or Political Subdivision:

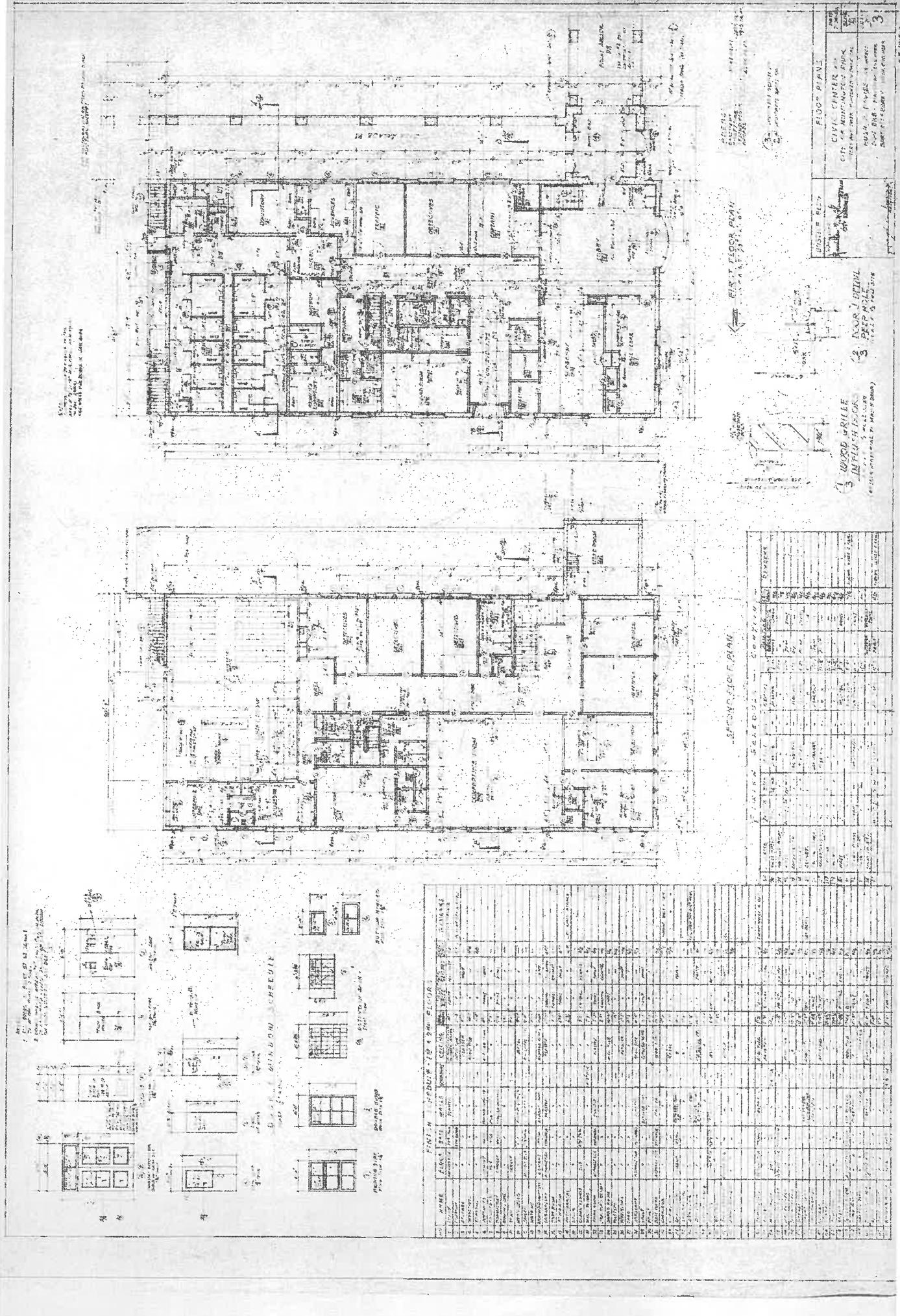
"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

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

- A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT 4 – SITE PLANS





Main Park Recreation Building

DAVE SZANY & ASSOCIATES
ARCHITECTURE ENGINEERING PLANNING
1313 KELLOGG AVENUE

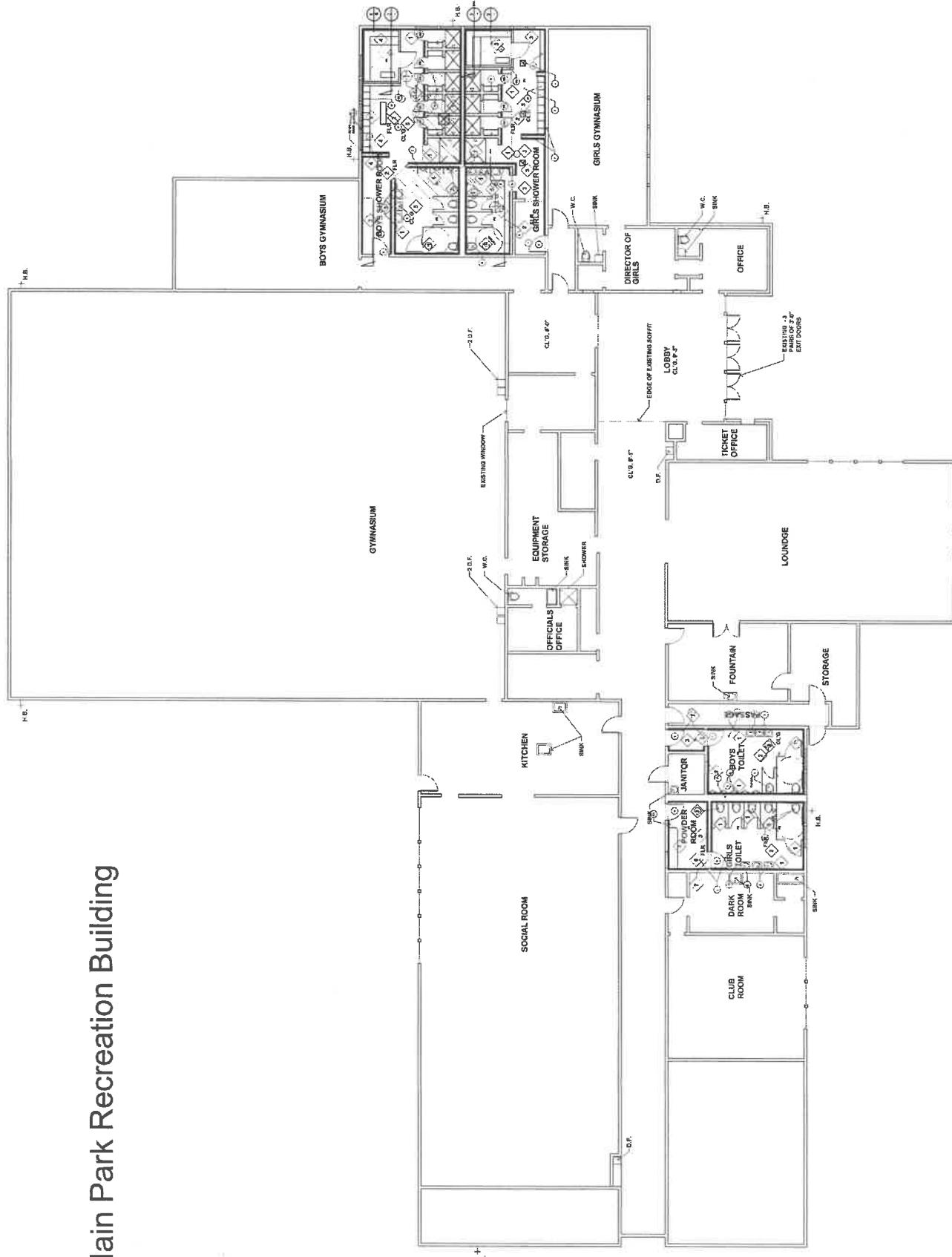
HUNTINGTON PARK ROOM REMODEL FOR
TOILET & SHOWER RECREATION BUILDING
HUNTINGTON PARK, CALIFORNIA

7

FLOOR PLAN

SCALE 1/8" = 1'-0"

3



Public Works Corporate Yard

SCALE, 1" = 30'

90 DEGREE PARKING STALL DETAIL
SINGLE 4' LINE

ANGLED PARKING STALL DETAIL
SINGLE 4' LINE

• TYPICAL PARKING STALL "T" OR STALL ONLY WITH EXTENSION. LOCATION AS INDICATED BY THE PLAN, BE AS DETERMINED IN THE FIELD BY CONTRACTS IN CONCERTATION WITH AND APPROVAL OF THE CITY ENGINEERS OFFICE. EACH WAFFLE STYRPS

ENGINEERING DEPARTMENT
CITY OF HUNTINGTON PARK
STRIPING PLAN
FLUTTERSTRIPING PLAN FOR
THE CITY MAINTENANCE YARD

