

# CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

**Tuesday, March 7, 2023**

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

**Eduardo “Eddie” Martinez**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Karina Macias**  
Council Member

**Graciela Ortiz**  
Council Member

**Arturo Flores**  
Council Member



All agenda items and reports are available for review in the City Clerk's Office and [www.hanca.gov](http://www.hanca.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](mailto:publiccomment@h pca.gov) or [Esarmiento@h pca.gov](mailto: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](http://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](http://www.hPCA.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

### **CALL TO ORDER**

### **ROLL CALL**

Mayor Eduardo "Eddie" Martinez  
Vice Mayor Marilyn Sanabria  
Council Member Arturo Flores  
Council Member Karina Macias  
Council Member Graciela Ortiz

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION(S)**

1. **CERTIFICATE OF RECOGNITION TO THE WRESTLING GUY STORE  
CELEBRATING TEN YEARS OF BUSINESS IN HUNTINGTON PARK**
2. **CERTIFICATE OF APPRECIATION TO SURF BUS FOUNDATION**
3. **CERTIFICATE OF APPRECIATION TO PACIFIC ELEMENTARY SCHOOL**

**TEACHERS**

**4. PROCLAMATION FOR WOMEN'S HISTORY MONTH**

**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 – ANTICPATED LITIGATION**

Government Code Section 54956.9(d)(2)

Two (2) Matters

**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.

**CITY CLERK**

**1. CITY COUNCIL MEETING MINUTES**

**RECOMMENDED THAT CITY COUNCIL:**

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

1. Regular City Council Meeting held February 21, 2023

## FINANCE

### 2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated March 7, 2023;

### END OF CONSENT CALENDAR

### REGULAR AGENDA

## PUBLIC WORKS

### 3. REJECT BID RECEIVED FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDED THAT CITY COUNCIL:

1. Reject the bid received for CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) in accordance with Public Contract Code Section 22038(a)(1);
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

### 4. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015);
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$46,872.70 to Elecnor Belco Electric, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

### 5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT

**RECOMMENDED THAT CITY COUNCIL:**

1. Authorize staff to publish and solicit a Request for Proposal (RFP) (Attachment 1) from qualified engineering firms for the preparation of Plans, Specifications and Estimate for CIP 2022-11 Huntington Park Litter Abatement and Beautification Project;
2. Approve Resolution (Attachment 2) accepting the California Department of Transportation's Clean California Local Grant; and
2. Authorize the City Manager to sign all applicable documents.

**FINANCE**

**6. APPROVAL OF AUTHORIZED SIGNERS AT LOCAL AGENCY INVESTMENT FUND (LAIF) AND RESOLUTION AUTHORIZING INVESTMENTS AT LAIF.**

**RECOMMENDED THAT CITY COUNCIL:**

1. Authorize new signers for the City's Local Agency Formation Fund (LAIF).
2. Approve Resolution authorizing investment of idle cash balances at LAIF.

**HUMAN RESOURCES**

**7. RESOLUTION ADOPTING AN EXTENSION AND REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES**

**RECOMMENDED THAT CITY COUNCIL:**

1. Approve Resolution adopting an extension and revised Compensation Plan and Personnel Rules for Non-Represented Employees

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS**

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Council Member Arturo Flores**

**Vice Mayor Marilyn Sanabria**

**Mayor Eduardo "Eddie" Martinez**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, March 21, 2023 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](http://www.hPCA.gov) not less than 72 hours prior to the meeting. Dated this 3<sup>rd</sup> day of March 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

## MINUTES

Meeting of the  
City of Huntington Park City Council  
Tuesday, February 21, 2023

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 6:02 p.m. on Tuesday, February 21, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

**PRESENT:** Councilmember(s): Graciela Ortiz, Karina Macias, Arturo Flores, Vice Mayor Marilyn Sanabria and Mayor Eduardo "Eddie" Martinez.

**ABSENT:** None

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

### **INVOCATION**

Invocation was led by Mayor Martinez.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Martinez.

### **PRESENTATION(S)**

#### **1. PROCLAMATION PROCLAMING FEBRUARY AMERICAN HEART HEALTH MONTH**

Prior to beginning the second presentation item, Mayor Martinez requested item two (2) under the presentation section of the agenda be moved to the March 7, 2023 meeting.

#### **2. CERTIFICATE OF RECOGNITION TO THE WRESTLING GUY STORE CELEBRATING TEN YEARS OF BUSINESS IN HUNTINGTON PARK**

### **PUBLIC COMMENTS**

The following members of the public provided public comment related to the police involved incident that occurred on January 26, 2023:

1. Taisha Welch
2. Cliff Smith Christian Contreras
3. Ebonique (No last name given)

## **STAFF RESPONSE**

City Manager Ricardo Reyes stated that although the city will not be providing comments regarding an ongoing investigation, the City is complying fully with the investigative process.

City Clerk Eduardo Sarmiento shared that City Council agendas are posted 72 hours in advance in compliance with the Brown Act. He added that the Brown Act also stipulates meetings must be open to the public and this is clearly stated on the agenda. He concluded his comments by stating no calls were received by the City Clerk's office requesting clarification regarding public attendance at City Council meetings.

## **CLOSED SESSION**

City Attorney Arnold Alvarez-Glasman stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:26 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. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
Government Code Section 54957(b)(1)

Mayor Martinez reconvened the Council meeting from Closed Session at 7:06 p.m.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Almazan reported that the record should reflect that with all five Councilmembers present, the two items on the closed session agenda were discussed. With regard to item number one (1) and item number two (2) on the closed session agenda, Council was briefed but no final action was taken. This concluded the closed session report.

## **CONSENT CALENDAR**

### **OFFICE OF THE CITY CLERK**

**MOTION:** Councilmember Macias moved to approve the consent calendar with the, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

**NOES:** None

#### **1. CITY COUNCIL MEETING MINTUES**

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

1. Regular Successor Agency held January 17, 2023
2. **CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361 AND ASSEMBLY BILL 2449**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361 and Assembly Bill 2449.

## **FINANCE**

### **3. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated February 21, 2023;

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

Prior to item four (4) of the regular agenda being introduced City Manager Reyes pulled the item.

## **PUBLIC WORKS**

4. **CONSIDERATION AND APPROVAL AUTHORIZING THE CITY MANAGER TO EXECUTE SOUTHERN CALIFORNIA EDISON'S INNOVATIVE UTILITY ELECTRIC VEHICLE STREET CHARGING PILOT AGREEMENT AND BESTFIT FLO SERVICES USA, INC.'S MAINTENANCE AGREEMENT ADDENDUM**

RECOMMENDED THAT CITY COUNCIL:

Item four (4) was pulled from the agenda by City Manager Ricardo Reyes.

## **POLICE DEPARTMENT**

5. **APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT**

**MOTION:** Councilmember Sanabria moved to authorize the requisition of funds to purchase two Police Department Patrol Services Division police patrol vehicles from the FORD MOTOR COMPANY, specifically Grieco Ford in Raynham, MA.; and approve an appropriation in the amount not to exceed \$160,990 to account number 741-8060-431.74-10, capital equipment – vehicles in the City's Vehicle Maintenance Fund; and authorize the Chief of Police to purchase the vehicle and equip the vehicles with associated technology and emergency response equipment, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

**NOES:** None

## **CITY CLERK**

### **6. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS**

Councilmember Arturo Flores made the following appointments:

Health and Education Commission – Liselda Fabian  
Parks and Recreation Commission – Michelle Ybarra  
Youth Commission – Francisco Mares

Mayor Martinez appointed Emily Cortez to Parks and Recreation Commission.

### **END OF REGULAR AGENDA**

### **PUBLIC HEARINGS**

## **COMMUNITY DEVELOPMENT**

### **7. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER TWO TO THE FY 2022-2023 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND HOME INVESTMENT PARTNERSHIPS (HOME) FUNDS**

**MOTION:** Vice Mayor Sanabria moved to approve Substantial Amendment Number Two (2) to the Annual Action Plan for FY 2022-2023, inclusive of any comments received by the City Clerk during the 30-day public comment period; and authorize City Manager to make the appropriate amendments as described in Substantial Amendment Number Two (2); 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 2022-2023 Budget in accordance with the approved Substantial Amendment, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

**NOES:** None

### **END OF PUBLIC HEARINGS**

## **DEPARTMENTAL REPORTS**

Communications Director Sergio Infanzon shared information on upcoming events and available resources provided in the Huntington Park newsletter.

## **WRITTEN COMMUNICATIONS**

None

## **COUNCIL COMMUNICATIONS**

Councilmember Ortiz requested staff address the question regarding rates when the city makes the switch from CR&R to Valley Vista via communication methods at staff disposal including the newsletter.

Community Development Director Steve Forster shared that there will be no increase in fees at this time.

Councilmember Macias thanked staff for all their hard work, and encouraged everyone to stop by at the Veterans event this Saturday, February 25, 2023 at the Salt Lake Park Community Center.

Councilmember Flores also thanked staff for all their hard work and echoed Councilmember Macias message encouraging Veterans from Huntington Park and all neighboring communities to attend the event on February 25, 2023. He added that the city is hosting the event in collaboration with the West Los Angeles Greater Los Angeles Veterans Association to provide resources and display gratitude to all members of the armed forces.

Vice Mayor Sanabria thanked staff for their hard work and wished everyone a good night.

Mayor Martinez thanked staff for always keeping everyone safe. He then requested the Police Department patrol the newly reopened Rita Parking structure especially in the evening to provide a safe environment for the community that utilizes the structure.

## **ADJOURNMENT**

Mayor Martinez adjourned the meeting at 7:21 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday March 07, 2023 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

## List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	LACTMA TOD	243	HUD 108 B03MC060566
201	Environmental Justice	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	ATP Randolph Rail-Trail	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilzation
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	257	CDC Merged Project Fund
212	P & R Grants	258	CDC Merged Debt Service
213	Park Facilities	259	CDC Low/Mod Income Housin
214	Recreation Field Charter	262	CDC Neighbor Preservn Cap
215	Trees for A Better Enviro	263	CDC Neighbor Presrvn Debt
216	Employees Retirement Fund	264	CDC Nghbr Prsrvn Low/Mod
217	OPEB	267	CDC Sta Fe Redev Project
218	PARS	268	CDC Sta Fe Debt Service
219	Sales Tax-Transit Fund A	269	CDC Sta Fe Low/Mod Income
220	Sales Tax-Transit C	270	Successor Agency Merge
221	State Gasoline Tax Fund	271	Successor Agency Merg Prj
222	Measure R	272	Successor Agency Low Mod
223	Local Origin Program Fund	273	Successor Agency NHP
224	Office of Traffc & Safety	274	Successor Agency NHP Prj
225	Cal Cops Fund	275	Successor Agency
226	Air Quality Improv Trust	276	SUCCESSOR AGENCY-GF
227	Offc of Criminal Justice	283	Sewer Maintenance Fund
228	State Dept. of Justice	285	Solid Waste Mgmt Fund
229	Police Forfeiture Fund	286	Illegal Disposal Abatemnt

FUND	DESCRIPTION
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.I/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

**City of Huntington Park**  
**Demand Register**  
**WR 03/07/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	10846988	239-6060-490.61-60	PARK & REC SUPPLIES	2,672.61
AIRESPRING INC.	169088278	111-9050-462.56-41	CLOUD ON PREMISES SVCS	\$2,672.61
ALADDIN LOCK & KEY SERVICE	32830	741-8060-431.43-20	ALL PD UNITS KEY	1,098.43
ALL CITY MANAGEMENT SERVICES, INC	83190	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	\$1,098.43
AMAZON.COM SERVICES, INC.	17F7-9CKF-9PNM 1CFQ-MY4N-4GJY 1GYF-KW4L-3R6N 1L1M-WJKG-49MN 1M3R-JWJD-CQVP 1PGN-1Q4N-9V43	239-6060-490.61-60 239-6060-490.61-60 239-6060-490.61-60 239-6060-490.61-60 239-6060-490.61-60 239-6060-490.61-60	AFTERSCHOOL SUPPLIES CDBG SUPPLIES CDBG SUPPLIES CDBG AFTERSCHOOL SUPPLIES AFTERSCHOOL SUPPLIES CDBG SUPPLIES	52.49 52.49 52.49 2,231.45 876.99 1,078.15
AMTECH ELEVATOR SERVICES	151400997970	111-8022-419.56-41	MAINTENANCE SVCS	\$12,663.60
AT&T	000019457470 2/5-3/4	111-7010-421.53-10 121-7040-421.56-14	PHONE SERVICE FOR PD PD JAIL PHONE	45.38 45.38
AUTO ZONE	4075507012 4075493728 4075494077 4075498785 4075499309 4075500315 4075502313 4075506385 4075507046 4075507112	219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	CAR PARTS FOR SHUTTLE CAR PARTS FOR POLICE UNIT CAR PARTS FOR PW UNIT	8.37 122.38 163.15 26.45 25.35 190.74 75.55 35.02 92.50 320.82
BENEFIT ADMINISTRATION CORPORATION	6031018-IN	111-2030-413.56-41	FLEX ADMIN FEES JAN	\$1,060.33
BRINK'S INCORPORATED	5441055	111-9010-419.33-10	BANK SVCS TRANSPORTATION	50.00
BRIZUELA'S IRON WORK	127	741-8060-431.43-20	REPAIRS TO PW TRAILER	279.49
CAMPAIGNREP INC	CRHPMRI1222 CRHPPPU1222	111-0210-413.56-41 111-0210-413.56-41	SOFTWARE SERVICES SOFTWARE SERVICES	7,800.00 6,650.00 1,620.40
CANNON CORPORATION	83545	111-8010-431.76-12	CDBG ST. RECONSTRUCTION	\$8,270.40
CENTRAL BASIN MWD	HP-JAN23	681-8030-461.41-00	IMPORTED WATER JANUARY	26,152.13
				\$26,152.13
				158,237.03
				\$158,237.03

**City of Huntington Park**  
**Demand Register**  
**WR 03/07/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	21485	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	113.16
	21486	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	75.03
	21503(21485)	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	77.91
	21539(21486)	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	93.71
	21568	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	63.50
	21798	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	81.10
	21912	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	182.29
	21913(21912)	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	182.29
	21310	741-8060-431.43-20	CAR PARTS FOR PW UNIT	132.92
	21492	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	47.47
	21493(21492)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	285.17
	21580	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	123.57
	21627	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	89.68
	21678	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	23.15
	21688	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	53.07
	21732	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	87.52
	21782	741-8060-431.43-20	CAR PARTS FOR PW UNIT	32.19
	21790	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	28.22
	21806	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,966.85
	21828(21580)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	41.19
	21897	741-8060-431.43-20	CAR PARTS FOR PW UNIT	57.09
	21898(21897)	741-8060-431.43-20	CAR PARTS FOR PW UNITS	57.89
	21981	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	48.86
	21982(21981)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	72.43
				<b>\$4,016.26</b>
CESAR ROLDAN	02022023	111-8080-431.61-20	FEES CITY & COUNTY ENGINE	100.00
				<b>\$100.00</b>
CHARTER COMMUNICATIONS	0467069020723	111-7010-421.53-10	INTERNET FOR PD	1,650.00
	0511379021323	111-7010-421.53-10	INTERNET FOR PD	159.98
				<b>\$1,809.98</b>
COALITION FOR RESPONSUBLE COMMUNITY	FM1289	111-7024-421.56-41	JANITORIAL SERVICES	4,049.01
	FM1289	111-8020-431.56-41	JANITORIAL SERVICES	1,609.46
	FM1289	111-8022-419.56-41	JANITORIAL SERVICES	4,808.95
	FM1289	111-8023-451.56-41	JANITORIAL SERVICES	12,774.39
				<b>\$23,241.81</b>
COMMERCIAL TIRE COMPANY	1-176756	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	513.93
				<b>\$513.93</b>
CONCENTRA MEDICAL CENTERS	78138110	111-2030-413.56-41	POLICE OFFICER PHYSICAL	621.00
	78212974	111-2030-413.56-41	POLICE CADET PHYSICAL	411.00
	78286214	111-2030-413.56-41	DEPT HEAD PHYSICAL	470.00
				<b>\$1,502.00</b>
DANE LOOMIS	01122023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	10.74
				<b>\$10.74</b>
DAPPER, ROSENBLIT & LITVAK	20944	111-0220-411.32-70	LEGAL SERVICES	2,772.23
	20945	111-0220-411.32-70	LEGAL SERVICES	5,586.81

**City of Huntington Park**

**Demand Register**

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAPPER, ROSENBLIT & LITVAK	21163	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	749.00
	21206	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	107.20
	21209	111-0220-411.32-70	TRAINING	1,610.00
				<b>\$10,825.24</b>
DATAPROSE, INC.	DP2300335	681-3022-415.53-20	WATER BILLS & POSTAGE	2,174.65
	DP2300335	681-3022-415.56-41	WATER BILLS & POSTAGE	1,074.50
				<b>\$3,249.15</b>
DAY WIRELESS SYSTEMS	INV762180	111-7010-421.56-41	RECURRING MONTHLY BILLING	1,696.90
				<b>\$1,696.90</b>
DE LAGE LANDEN	76994217	111-9010-419.44-10	FINANCIAL SERVICES	2,196.73
	78204250	111-9010-419.44-10	FINANCIAL SERVICES	2,196.73
				<b>\$4,393.46</b>
DELTA DENTAL	BE005380551	111-0000-217.50-20	DELTA CARE DPO BENEFITS	8,116.63
				<b>\$8,116.63</b>
DELTA DENTAL INSURANCE COMPANY	BE005378131	111-0000-217.50-20	DELTA CARE PMI BENEFITS	1,920.78
				<b>\$1,920.78</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	02252023	111-7065-441.56-41	MONTHLY FEES JAN. 23	11,298.31
				<b>\$11,298.31</b>
DEPARTMENT OF JUSTICE	633106	111-7030-421.56-41	MONTHLY SERVICES	243.00
				<b>\$243.00</b>
ENNIS-FLINT, INC	441374	221-8012-429.61-20	WHITE STENCIL GUARDS	695.03
				<b>\$695.03</b>
FERGUSON ENTERPRISES INC	2238219	111-8023-451.43-10	SUPPLIES FOR BATHROOM	280.63
	2250020	111-8024-421.43-10	SUPPLIES FOR BATHROOM	346.68
				<b>\$627.31</b>
FRANCHISE TAX BOARD	180097800000	111-7010-421.11-00	FRANCHISE TAX BOARD	877.02
				<b>\$877.02</b>
FREDDY RAMIREZ	09302022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	98.75
	11142022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	51.62
				<b>\$150.37</b>
H.P. TEST ONLY	22598	741-8060-431.43-20	SMOG CHECK FOR POLICE UNIT	35.00
	22617	741-8060-431.43-20	SMOG CHECK FOR POLICE UNIT	45.00
				<b>\$80.00</b>
HASA, INC.	871186	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	326.87
	871187	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL14	116.91
				<b>\$443.78</b>
HASSAN SALEH	09222022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	16.12
	09302022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	98.75
	10062022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	31.50
				<b>\$146.37</b>
HENRY ANDRADE	11142022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	56.75
				<b>\$56.75</b>
HOME DEPOT - PUBLIC WORKS	3065223	111-8022-419.43-10	COURTHOUSE REPAIR	619.20
	7272090	111-8022-419.43-10	GLASS CLEANER SCRAPER	9.55
	8271990	111-8022-419.43-10	FILE CABINET SUPPLIES	128.61

**City of Huntington Park**  
**Demand Register**  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	8512932	111-8022-419.43-10	WALL CEILING REPAIR SUPPL	338.97
	7361969	111-8024-421.43-10	SUPPLIES TO WEATHER PROOF	622.65
	7361970	111-8024-421.43-10	SUPPLIES TO WEATHER PROOF	392.60
	8543417	111-8024-421.43-10	TARPS	136.67
	9012431	111-8024-421.43-10	SUPPLIES TO WEATHER PROOF	528.00
	3214018	239-6060-490.61-60	PARKS & REC SUPPLIES	773.40
				<b>\$3,549.65</b>
HOSE-MAN, INC.	4216652-0001-04	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	88.50
				<b>\$88.50</b>
IDEAL LIGHTING	122378	111-8022-419.43-10	PINK LIGHTS FOR CITY HALL	775.26
	123061	111-8022-419.43-10	LIGHT FIXTURES-CITY HALL	2,127.83
				<b>\$2,903.09</b>
INFRASTRUCTURE ENGINEERS	28252	111-8080-431.56-62	CITY ENGINEERING SVCS	17,384.00
	28275	202-8080-431.76-23	PREPARATION OF PLANS	29,677.50
	28252	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28273	222-8010-431.76-06	RELIEF IMPROVEMENT PROJECT	12,561.25
	28274	222-8010-431.76-06	ADDITIONAL CONCRETE	4,742.50
	28252	222-8080-431.56-41	CITY ENGINEERING SVCS	25,000.00
	28252	681-8030-461.56-41	CITY ENGINEERING SVCS	14,500.00
				<b>\$109,598.25</b>
JDS TANK TESTING & REPAIR INC	18176	741-8060-431.43-20	MONTHLY OPERATOR DEC	150.00
				<b>\$150.00</b>
JENNIFER CHAVEZ	10212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	98.13
				<b>\$98.13</b>
JERRY'S AUTO BODY, INC.	32733	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	965.11
				<b>\$965.11</b>
JOANA CASILLAS	10122022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	83.87
	10312022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	51.63
				<b>\$135.50</b>
JOEL GORDILLO	JG202302	111-1010-411.56-41	FILMING AND BROADCASTING	1,650.00
				<b>\$1,650.00</b>
JOHNNY CARRILLO	10202022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	17.25
				<b>\$17.25</b>
JRD UNICO INC.	1102023	239-6060-490.61-60	APPLIANCE FOR REC CENTER	5,631.44
				<b>\$5,631.44</b>
JUAN PORRAS	02222023	111-7010-421.59-20	REIMBURSEMENT OF HOTEL	565.26
	09092022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	19.00
				<b>\$584.26</b>
KATIE RUVALCABA	02032023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	103.49
				<b>\$103.49</b>
KONICA MINOLTA BUSINESS SOLUTIONS	285365971	111-6010-451.56-41	COPIER LEASE	241.40
				<b>\$241.40</b>
LA COUNTY SHERIFF'S DEPT	232057BL	121-7040-421.56-41	INMATE MEAL SERVICE	745.41
				<b>\$745.41</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LB JOHNSON HARDWARE CO.	124732	111-8022-419.43-10	SUPPLIES FOR CITY HALL	94.43
	124926	111-8022-419.43-10	SUPPLIES FOR CITY HALL	125.88
	125000	111-8022-419.43-10	SUPPLIES FOR CITY HALL	32.82
	125244	111-8022-419.43-10	COUNCIL OFFICE SUPPLY	37.22
	124737	111-8023-451.43-10	SUPPLIES FOR PUBLIC WORKS	43.78
	124760	111-8023-451.43-10	SUPPLIES FOR CITY HALL	86.05
				<b>\$420.18</b>
LEAGUE OF CALIFORNIA CITIES	4052	219-0210-413.64-00	LA COUNTY DIVISION	1,218.00
				<b>\$1,218.00</b>
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	28.90
				<b>\$28.90</b>
LOS ANGELES TIMES	02032023	121-7040-421.56-41	NEWSPAPER FOR INMATES	186.84
				<b>\$186.84</b>
LOZADA'S TRANSMISSIONS INC.	4807	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,884.75
	4813	741-8060-431.43-20	REPAIRS FOR PD UNIT	2,300.00
				<b>\$4,184.75</b>
LUXURY AUTO BODY	PW6006	741-8060-431.43-20	REPAINTING PD UNIT	2,904.16
	PW6007	741-8060-431.43-20	REPAINTING PD UNIT	2,015.57
				<b>\$4,919.73</b>
MANAGED HEALTH NETWORK	PRM-078971	111-0000-217.50-60	MONTHLY MANAGEMENT	348.00
				<b>\$348.00</b>
MARIO BOJORQUEZ	11182022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	204.37
				<b>\$204.37</b>
MARTHA PADILLA	2000009.004	111-0000-347.50-00	CLASS REFUND	45.00
				<b>\$45.00</b>
NCM AUTOMOTIVE	INV-5	741-8060-431.43-20	PD UNIT PAINT & REPAIR	2,999.99
				<b>\$2,999.99</b>
NICK ITURRIAGA	11042022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	44.50
	718548	111-7020-421.16-20	GANG ENFORCEMENT POLO	115.74
				<b>\$160.24</b>
NICK PACHECO	10312022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	51.75
				<b>\$51.75</b>
NICOLAS DE LA O	718659	111-7020-421.16-20	GANG ENFORCEMENT POLO	115.74
				<b>\$115.74</b>
NORTH STAR LAND CARE	1601-490	535-8090-452.56-60	CONTRACTUAL SVCS	37,617.75
				<b>\$37,617.75</b>
OK PRINTING DESIGN & DIGITAL PRINT	2783	111-6010-451.56-41	CUSTOM OFFICE FORMS	616.00
				<b>\$616.00</b>
PARKINK	27613	111-6020-451.61-35	CITY BACKDROP REPLACEMENT	560.95
	28677	239-6060-490.61-60	EMPLOYEE UNIFORMS	3,565.03
				<b>\$4,125.98</b>
PAUL MUÑOZ	09282022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	49.50
				<b>\$49.50</b>
PITNEY BOWES GLOBAL FINANCIAL	3105961242	111-7040-421.44-10	POSTAGE MACHINE LEASE	593.32
				<b>\$593.32</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PURCHASE POWER	02122023	111-7040-421.56-41	POSTAGE FEES	552.43
	800090900355810	111-9010-419.53-20	CURRENCY REFILL POSTAGE	4,465.43
				<b>\$5,017.86</b>
QUINN COMPANY	WO370166783	741-8060-431.43-20	TROUBLE SHOOT GENERATOR	760.00
				<b>\$760.00</b>
R & A TANK TECHNOLOGIES LLC	026523-62	741-8060-431.43-20	DESIGNATED OPERATOR INSPECT	150.00
				<b>\$150.00</b>
RAYMOND GARCIA	12212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	277.12
				<b>\$277.12</b>
RINCON CONSULTANTS, INC.	44529	111-9050-462.56-41	CONTRACTUAL SERVICES	35,126.24
				<b>\$35,126.24</b>
S & S WORLDWIDE, INC.	IN101142794	111-6020-451.61-35	AFTERSCHOOL SUPPLIES	425.55
				<b>\$425.55</b>
SAN DIEGO POLICE EQUIPMENT CO.	655559	225-7120-421.74-10	9MM AMMUNITION	1,847.01
				<b>\$1,847.01</b>
SAUL RODRIGUEZ	12212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	72.75
				<b>\$72.75</b>
SOUTHERN CALIFORNIA EDISON	1/6-2/5	111-7024-421.62-10	ELECTRICAL SERVICES PD	7,040.49
	12/7-1/5	111-7024-421.62-10	ELECTRICAL SERVICES PD	6,475.50
	11/1-12/1	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	2,046.30
	12/2-1/2	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	1,883.63
	11/1-12/1	111-8023-451.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	11,725.10
	12/2-1/2	111-8023-451.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	12,728.40
	1/10-2/8	535-8016-431.62-10	ELECTRICAL SVC FOR COTTAGE ST.	84.18
	11/1-11/30	535-8016-431.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	29,087.25
	12/5-1/3	535-8016-431.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	28,881.57
	11/1-12/1	681-8030-461.62-20	ELECTRICAL SVC VARIOUS LOCATIONS	13,184.60
	11/17-12/16	681-8030-461.62-20	ELECTRICAL BILL FOR FLORENCE AVE.	5,451.09
	12/17-1/17	681-8030-461.62-20	ELECTRICAL BILL FOR FLORENCE AVE.	5,886.40
	12/2-1/2	681-8030-461.62-20	ELECTRICAL SVC VARIOUS LOCATIONS	9,847.04
				<b>\$134,321.55</b>
SOUTHSTAR ENGINEERING & CONSULTING	COHP-010	222-8080-431.76-20	CONTRACTUAL SERVICES	3,904.00
				<b>\$3,904.00</b>
SPARKLETT'S	15142085022323	111-0110-411.66-05	DRINKING WATER SVC	98.45
	15142085022323	111-0210-413.61-20	DRINKING WATER SVC	98.45
	15142085022323	111-1010-411.61-20	DRINKING WATER SVC	25.48
	15142085022323	111-2030-413.61-20	DRINKING WATER SVC	32.47
	15142085022323	111-3010-415.61-20	DRINKING WATER SVC	123.39
	15142085022323	111-5010-419.61-20	DRINKING WATER SVC	105.81
	15142085022323	111-5055-419.61-20	DRINKING WATER SVC	70.54
	15142085022323	111-6010-451.56-41	DRINKING WATER SVC	91.89
	19438227020823	111-7010-421.56-41	WATER SERVICE FOR PD	554.97
	15142085022323	111-8020-431.61-20	DRINKING WATER SVC	199.32
				<b>\$1,400.77</b>

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD INSURANCE COMPANY	3789170001	111-0000-217.50-70	STANDARD LIFE INS MARCH	7,359.49
				<b>\$7,359.49</b>
SUPERIOR COURT OF CALIFORNIA	11012022	111-7010-415.56-10	PARKING CITATION SURCHARGE	29,753.46
	12012022	111-7010-415.56-10	PARKING CITATION SURCHARGE	28,166.00
				<b>\$57,919.46</b>
T2 SYSTEMS CANADA INC.	INVSTD000006348	111-8010-415.56-41	SUPPLIES& PARTS PAY STATION	27.56
	INVSTD000006358	111-8010-415.56-41	SUPPLIES& PARTS PAY STATION	1,650.69
	INVSTD000006371	111-8010-415.56-41	SUPPLIES& PARTS PAY STATION	459.98
	INVSTD000006379	111-8010-415.56-41	SUPPLIES& PARTS PAY STATION	391.08
	INVSTD000006395	111-8010-415.56-41	EXTENDED FULL WARRANTY	22,050.00
	IRIS0000117425	111-8010-415.56-41	MONTHLY SUBSCRIPTION	2,370.00
				<b>\$26,949.31</b>
TERRENCE WILLIE	11182022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	103.50
				<b>\$103.50</b>
THE CASTANON LAW GROUP	02062023	111-0220-411.32-70	CIVIL SVC COMMISSION	5,237.50
				<b>\$5,237.50</b>
THE GAS COMPANY	1/10-2/8	111-8023-451.62-10	COURTHOUSE GAS CHARGES	407.01
				<b>\$407.01</b>
TOMAS PEREZ	09212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	58.87
				<b>\$58.87</b>
VELADA CONSULTING LLC	46	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
	47	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
				<b>\$15,000.00</b>
VISION SERVICE PLAN-CA	817286665	111-0000-217.50-30	MONTHLY VISION SVC PLAN	26.04
	817286677	111-0000-217.50-30	MONTHLY VISION SVC PLAN	53.02
				<b>\$79.06</b>
WESTCHESTER MEDICAL GROUP	CH139-9946	111-2030-413.56-41	TREADMILL STRESS TEST	315.00
				<b>\$315.00</b>
XEROX FINANCIAL SERVICES	3763985	111-8020-431.43-05	LEASE PAYMENT COPIER	59.99
	3763985	285-8050-432.43-05	LEASE PAYMENT COPIER	59.98
	3763985	681-8030-461.43-05	LEASE PAYMENT COPIER	59.99
				<b>\$179.96</b>
YASMIN CRUZ	5152	111-6060-466.33-20	BALLET DANCING CLASSES	224.00
	5153	111-6060-466.33-20	BALLET DANCING CLASSES	544.00
	5154	111-6060-466.33-20	BALLET DANCING CLASSES	288.00
				<b>\$1,056.00</b>
				<b>\$1,465,657.74</b>

ITEM 3

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



March 7, 2023

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 RECEIVED FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Reject the bid received for CIP 2018-11 Active Transportation Program Cycle IV Project No. ATPL-5150(014) in accordance with Public Contract Code Section 22038(a)(1);
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On January 17, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) (Project). The complete streets network includes Class III bicycle routes, sharrows, signage, bike boxes and curb bulbouts. Project strives to achieve pedestrian safety and mobility enhancements, including pedestrian ramp improvements, wayfinding signs and continental crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

The NIB was published on January 20, 2023, in a newspaper of general circulation. The plans and specifications are accessible on the City's website and redistributed by several electronic media outlets that post the bid package on e-bid boards. City Clerk's Office

**REJECT BID RECEIVED FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

March 7, 2023

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held a bid opening on February 22, 2023 where one (1) bid was received. The following is the information gathered:

<b>Bidder (lowest bid first)</b>	<b>Total Bid</b>
Los Angeles Engineering, Inc.	\$5,730,000.00

Staff analyzed the bid received (Attachment 1). After reviewing the bid proposal, the recommendation is to reject the solely received bid due to a lack of adequate competitive bids as well as the bid significantly exceeding the Project budget. The advantages to rejecting and re-advertising the Project is increasing the number of participants.

Staff recommends re-advertising the project. Below is a tentative bid schedule:

NIB issued and posted:	March 10, 2023
Request for Information (RFI):	March 22, 2023 at 2:00 pm
Answers to RFIs:	March 29, 2023 at 5:00 pm
Bid opening date:	April 5, 2023 at 2:00 pm
Contract awarded by City Council:	April 18, 2023

Upon City Council authorization to re-advertise the Project, staff will upload the plans and specifications to the City's website and provide the City Clerk's Office with the revised NIB to be published in a newspaper of general circulation.

**LEGAL REQUIREMENT**

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved .... ."

The City Council's adoption of the PS&E on January 17, 2023 provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project. Staff's recommendation is for the slight modification of the PS&E as discussed in the recommendation and to authorize staff to formally rebid the project.

The City Clerk's Office shall publish the NIB and shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of twenty-one (21) calendar days before the date of

**REJECT BID RECEIVED FOR CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

March 7, 2023

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opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with the rejection of the solely received bid, though there is a minimal cost of approximately \$180 associated with the republishing of the NIB.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

1. Bid Results

## ATTACHMENT "A"

ATP CYCLE 4 BID TABULATION						
Item	Description	Qty	Unit	Unit Price	Total Price	Los Angeles Engineering, Inc.
General Bid Items						
1	Mobilization/Demobilization. Not to Exceed 3% of Total Bid	1	LS	\$110,000	\$110,000	\$165,000
2	Traffic Control. Not to Exceed 8% of Total Bid	1	LS	\$300,000	\$300,000	\$165,000
Concrete Work						
Large Bulbouts						
3	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Santa Fe Ave & Saturn Ave (SW & SE Corners). Approximately 1,500 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	2	EA	\$38,000	\$72,000	\$100,000
4	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Cottage Street (NE/SW/SE Corners). Approximately 820 sq. ft. 1,000 eq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	3	EA	\$24,000	\$72,000	\$65,000
5	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Miles Ave & Belgrave Ave (NW & SW Corners). Approximately 820 sq. ft to 950 sq. ft. Including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	2	EA	\$21,500	\$43,000	\$65,000
6	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Miles Ave & Zoe Ave (NW & SW Corners). Approximately 650 sq. ft to 750 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	2	EA	\$18,500	\$37,000	\$55,000
7	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Santa Fe Ave & Randolph Ave (SW Corner). Approximately 620 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$16,500	\$16,500	\$47,282
Small Bulbouts						
8	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Miles Ave & Belgrave Ave (East Side) and at Miles Ave & Zoe Ave (East Side). Approximately 450 sq. ft. to 500 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	4	EA	\$13,500	\$54,000	\$35,000
9	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Santa Fe Ave & Mortimer Ave (NW & SW Corners). Approximately 420 sq. ft. to 490 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	2	EA	\$12,500	\$25,000	\$35,000
10	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Saturn Ave & Seville Ave (SW Corner). Approximately 450 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$12,500	\$12,500	\$39,000
11	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Rita Ave (NW Corner). Approximately 435 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$11,500	\$11,500	\$36,000
12	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Miles Ave & Benson St. (NW Corner). Approximately 350 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$11,500	\$11,500	\$25,000
13	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Saturn Ave & Seville Ave (NW Corner). Approximately 330 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$11,500	\$11,500	\$30,000
14	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Santa Fe Ave & Zoe Ave (West Side). Approximately 280 sq. ft. to 330 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	2	EA	\$10,500	\$21,000	\$23,000
15	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Saturn Ave & Passaic St (NE Corner). Approximately 310 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$10,500	\$10,500	\$30,000
16	Remove Existing Curb Ramp and Asphalt and Construct Bulb-Out at Gage Ave & Templeton St. (NE Corner). Approximately 280 sq. ft. including Truncated/ADA Pad and Utility Box / Valve Lid Adjustment to Grade.	1	EA	\$10,500	\$10,500	\$20,000
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price
Curb Ramps						
17	Remove and Replace Existing Curb Ramp with ADA Ramp (SSPWC Standard or per Details on Plans). Including Truncated/ADA Pad, 2-foot Asphalt Lip, and Utility Box / Valve Lid Adjustment to Finish Grade	83	EA	\$6,700	\$556,100	\$17,000
Sidewalk						
18	Furnish & Instal Truncated Dome (ADA Pad) at Existing Alleys Entrances	44	EA	\$400	\$17,600	\$850
19	Remove and Replace Sidewalk (4" Thick as Indicated on Plans)	25,000	SF	\$15	\$375,000	\$35
20	Remove and Replace Sidewalk (6" Thick as Indicated on Plans)	5,000	SF	\$17	\$85,000	\$45
Striping: Bike Lanes & Bike Boxes						
21	Paint New Bike Sharrows (with Solid Green Background) on Florence Ave	64	EA	\$385	\$24,840	\$800
22	Paint New Bike Sharrows (with Solid Green Background) on Saturn Ave	116	EA	\$385	\$44,660	\$800
23	Paint New Bike Sharrows (with Solid Green Background) on Gage Ave	120	EA	\$385	\$46,200	\$800
24	Paint New Bike Sharrows (with Solid Green Background) on Miles Ave	54	EA	\$385	\$20,790	\$800
25	Paint New Bike Boxes at Intersections, Including Sharrows with Solid Green Background	10,000	SF	\$12	\$120,000	\$20
26	Paint New "Wait Here" Striping at Bike Boxes per Caltrans Std. A24D	44	EA	\$250	\$11,000	\$400
27	Paint New Bicycle Path Across Intersections (Dashed Solid Green Background)	1,400	SF	\$12	\$16,800	\$800
Striping: Traffic Lanes						
28	Restripe (Refresh) Existing Centerline Striping, Single-Yellow Centerline per Caltrans Std. A20A Detail 2	4,500	LF	\$1.75	\$7,875	\$0.30
29	Restripe (Refresh) Existing Centerline Striping, Double-Yellow Centerline per Caltrans Std. A20A Detail 22	20,000	LF	\$2.25	\$45,000	\$0.40
30	Restripe (Refresh) Existing Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29	2,500	LF	\$4.50	\$11,250	\$0.80
31	Restripe (Refresh) Existing Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32	8,000	LF	\$4.75	\$38,000	\$0.70
32	Restripe (Refresh) Existing 6"-Wide Traffic Lane Striping, Per Caltrans Detail 9	42,000	LF	\$2.25	\$94,500	\$0.22
33	Restripe (Refresh) Existing 6"-Wide Channelizing Striping at Intersections as Shown on the Plans	16,100	LF	\$2.50	\$37,750	\$0.25
34	Santa Fe & Miles Ave: Refresh Recently-Installed Double-Yellow Centerline per Caltrans Std. A20A Detail 22	5,800	LF	\$2.25	\$13,050	\$0.40
35	Santa Fe & Miles Ave: Refresh Recently-Installed Yellow Median Island Striping (Tapered Noses) per Caltrans Std. A20B Detail 29	750	LF	\$4.50	\$3,375	\$0.80
36	Santa Fe & Miles Ave: Refresh Recently-Installed Yellow Two-Way Left-Turn Lane Striping per Caltrans Std. A20B Detail 32	2,050	LF	\$4.75	\$9,738	\$0.70
37	Santa Fe & Miles Ave: Refresh Recently-Installed 6"-Wide Traffic Lane Striping, Per Caltrans Detail 9	12,000	LF	\$2.25	\$27,000	\$0.22
38	Santa Fe & Miles Ave: Refresh Recently-Installed 6"-Wide Channelizing Striping at Intersections as Shown on the Plans	3,000	LF	\$2.50	\$9,000	\$0.25
Striping: Crosswalks						
39	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing, White Color. Approximately 78,000 sq. ft. of Solid Striping. Length Includes Blank Spacing.	19,750	LF	\$40	\$430,000	\$18
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price

40	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing for School Zones. White Color with Retro- Reflective Markers. Approximately 2,000 sq. ft. of Solid Striping. Length Includes Blank Spacing.	300	LF	\$52	\$15,600	\$23	\$6,900
41	Remove & Replace Existing Crosswalk Striping with 2-ft. x 12-ft. Continental Crosswalk Striping at 2-ft. Spacing for School Zones. Yellow Color with Retro- Reflective Markers. Approximately 22,000 sq. ft. of Solid Striping. Length Includes Blank Spacing.	3,500	LF	\$52	\$182,000	\$20	\$70,000
<b>Striping: Parking</b>							
42	Restripe Parking "T's (2' x 4') and Crosses (4' x 4'), 4" Wide, White Paint	1,250	EA	\$25	\$31,250	\$4	\$5,250
43	Restripe Parking Spots on Pacific Blvd (418 Individual Stripes at 25 feet Long)	16,500	LF	\$3.50	\$58,750	\$1.80	\$18,900
44	Restripe Parking Spot Numbering on Pacific Blvd	400	EA	\$20	\$8,000	\$10	\$3,800
45	Restripe Restricted Parking Spots (Cross Stripes with "No Parking" Lettering)	12	EA	\$200	\$2,400	\$155	\$1,860
46	Restripe Blue Parking Limit Line on Pacific Blvd (Both Sides of Street)	7,200	LF	\$3.00	\$21,600	\$0.70	\$5,040
47	Restripe Restricted Area / Red Cross Striping (for Placemaking Islands Along Pacific Blvd)	4,800	SF	\$2.00	\$9,600	\$0.95	\$4,580
48	Curb Painting (Red, Blue, Green, etc.)	32,000	LF	\$3.50	\$112,000	\$1.10	\$35,200
49	Santa Fe & Miles Ave: Refresh Newly-Installed Parking "T's and Crosses (As Directed/Necessary)	450	EA	\$25	\$11,250	\$12	\$5,400
50	Santa Fe & Miles Ave: Refresh Newly-Installed Curb Painting (Red, Blue, Green, etc.) As Directed/Necessary	11,500	LF	\$3.50	\$40,250	\$1.00	\$11,500
<b>Striping: Miscellaneous</b>							
51	Restripe Existing Arrows (Left, Right, Through, Etc.) per Caltrans Std. A24A	190	EA	\$65	\$18,050	\$110	\$20,900
52	Restripe Existing Speed Limit Markings (25, 30, 35) per Caltrans Std. A24C	40	EA	\$115	\$4,600	\$230	\$9,200
53	Restripe Existing Words (1): "Stop" per Caltrans Std. A24D	115	EA	\$135	\$15,625	\$200	\$23,000
54	Restripe Existing Words (2): "Keep Clear", "Stop Ahead", "Ped Xing", etc. per Caltrans Std. A24D/E	20	EA	\$200	\$4,000	\$480	\$9,600
55	Restripe Existing Words (3): "Slow School Xing" per Caltrans Std. A24D	20	EA	\$280	\$5,600	\$700	\$14,000
56	Restripe Existing RxR Xing Striping with Limit Lines per Caltrans Std. A24B	10	EA	\$500	\$5,000	\$400	\$4,000
57	Restripe Existing Yield Line Triangles ("Shark Teeth")	182	EA	\$18	\$2,616	\$14	\$2,268
58	Restripe Existing 12-inch-Wide Single Limit Lines. Total of 110 Locations.	4,800	LF	\$3.50	\$16,800	\$4.00	\$19,200
59	Restripe Existing 12-inch-Wide Double Limit Lines. Total of 8 Locations.	500	LF	\$7.50	\$3,750	\$8.00	\$3,000
60	Santa Fe & Miles Ave: Refresh Newly-Installed Markings (Arrows, Words, etc.) As Directed/Necessary	110	EA	\$325	\$35,750	\$180	\$19,800
61	Santa Fe & Miles Ave: Refresh Newly-Installed Limit Lines (As Directed/Necessary)	500	LF	\$7.50	\$3,750	\$5.50	\$2,750
<b>Signage</b>							
62	Furnish & Install City-Custom Wayfinding Signage per Reference Detail on Sheet 123 of Plans on Existing or New Sign Post	10	EA	\$1,600	\$16,000	\$3,300	\$33,000
63	Furnish & Install New Custom Directory Signs per Reference Detail on Sheet 123 of Plans on Existing or New Sign Post	8	EA	\$1,800	\$14,400	\$4,500	\$36,000
64	Install/Replace Existing Custom Directory Signs per Reference Detail on Sheet 123 of Plans on Existing or New Sign Post	4	EA	\$1,000	\$4,000	\$1,700	\$6,800
65	Furnish & Install New Bike Route Sign per MUTCD Std D11-1 on Existing or New Sign Post	40	EA	\$250	\$10,000	\$420	\$16,800
<b>Item</b> <b>Description</b> <b>Qty</b> <b>Unit</b> <b>Unit Price</b> <b>Total Price</b> <b>Unit Price</b> <b>Total Price</b>							
66	Furnish & Install New Road Sign per MUTCD Std (M-14, M4-6, R10-6A) on Existing or New Sign Post	34	EA	\$375	\$12,750	\$420	\$14,280
67	Furnish & Install New Variant of MUTCD Std R10-15 (Turning Vehicles Yield to Pedestrians or Bicyclists) on Existing or New Sign Post	18	EA	\$525	\$9,450	\$420	\$7,560
68	Furnish & Install MUTCD "Share the Road" Sign on Existing or New Sign Post	24	EA	\$250	\$6,000	\$420	\$10,080
69	Furnish & Install New 8-foot Tall Galvanized Steel Post for Signage per Plans	22	EA	\$850	\$18,700	\$400	\$8,800
70	Relocate/Replace Existing Road Sign to New Sign Post	10	EA	\$150	\$1,500	\$220	\$2,200
<b>Utilities</b>							
71	Remove Existing Pedestrian Push Button and Replace with New Push Button (ES-5C Style Push Button)	16	EA	\$750	\$12,000	\$3400	\$54,400
72	Furnish & Install Bicycle Detector Loops at Bicycle Boxes	40	EA	\$1,600	\$64,000	\$500	\$20,000
<b>Trees</b>							
73	Furnish and Install New Shade Tree (Australian Willow) in New Tree Well (4-ft. x 4-ft.) per Detail on Sheet 124 of Plans	10	EA	\$3,800	\$38,000	\$8,000	\$80,000
<b>Bus Shelters &amp; Trash Receptacles</b>							
74	Furnish & Install New Powder-Coated Metal Trash Receptacle at Bus Shelter per Details on Sheet 116 of Plans	10	EA	\$1,200	\$12,000	\$1,800	\$16,000
75	Furnish & Install New Powder-Coated Metal Bus Bench per Details on Sheet 116 of Plans	3	EA	\$3,500	\$10,500	\$2,100	\$6,300
76	Construct New Bus Shelter per Details on Sheet 116 of Plans	7	EA	\$18,000	\$126,000	\$50,000	\$350,000
<b>Survey Monument Restoration</b>							
77	Reset Monuments or Centerline Ties As-Necessary for Construction per Section 400-2 (Page SP-111) of these Specs	20	EA	\$950	\$19,000	\$500	\$10,000
<b>Temporary Construction Signs</b>							
78	Furnish & Install Project Improvement Signs per Detail in Appendix B (Temporary Wooden Sign for Construction)	4	EA	\$1,000	\$4,000	\$2,000	\$8,000
					<b>Subtotal</b>	<b>\$3,819,000</b>	<b>\$5,730,000</b>
					Contingency	\$381,900	\$286,500
					<b>TOTAL (rounded)</b>	<b>\$4,201,000</b>	<b>\$6,016,500</b>

ITEM 4



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

March 7, 2023

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

Dear Mayor and Members of the City Council:

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve acceptance of work performed by Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015);
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention in the amount of \$46,872.70 to Elecnor Belco Electric, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the April 5, 2022 City Council meeting, the City Council awarded the contract to Elecnor Belco Electric, Inc. (contractor) for construction services pertaining to CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) (Project). The project was phase 2 of the pedestrian safety enhancements at uncontrolled crosswalks at several locations. The project installed Rectangular Rapid Flashing Beacons (RRFB) with LED lights to warn vehicles of oncoming pedestrian traffic. Traffic signage and pavement markings at uncontrolled crosswalks were updated to meet standard code requirements. Project focused on the street segments of Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

The Project is deemed substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2017-03 ACTIVE  
TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

March 7, 2023

Page 2 of 3

substantially complete and releasing the final retention payment within the prescribed timeline.

**LEGAL AND PROGRAM REQUIREMENTS**

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

**FISCAL IMPACT/FINANCING**

The contractor's total invoices amounted to \$937,453.88. Account Number 202-8080-431.76-20 was utilized to process project expenditures. The project was completed within the prescribed budget. The following is a tabulation of the contractor's invoices:

Account Number	Invoice No. 1	Invoice No. 2	Invoice No. 3	Invoice No. 4	Invoice No. 5	Retention 5%
202-8080-431.76-20	\$76,039.90	\$53,798.46	\$138,225.00	\$328,549.82	\$293,968.00	\$46,872.70 \$937,453.88

The contractor's final retention payment in the amount of \$46,872.70 (Attachment 2) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded.

**CONCLUSION**

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

Respectfully submitted,

  
RICARDO REYES  
City Manager

  
CESAR ROLDAN

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2017-03 ACTIVE  
TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

March 7, 2023

Page 3 of 3

Director of Public Works

**ATTACHMENT(S)**

1. Notice of Completion
2. Retention Invoice

## ATTACHMENT "A"

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

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

**Attn: City Clerk**

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

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

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is: CIP 2017-03 Active Transportation Project Cycle III Project No. ATPL-5150(015)  
(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")
5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on December 22, 2022  
(Date)

The work done was: Installation of Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage and pavement markings at uncontrolled crosswalks near schools along Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

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

Elecnor Belco Electric, Inc.

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

April 5, 2022

(Date of Contract)

8. The street address of said property is:
9. The property on which said work of improvement was completed is in the City of Huntington Park, County of Los Angeles, State of California.

Ricardo Reyes, City Manager  
City of Huntington Park

Date

## VERIFICATION

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

Eduardo Sarmiento, City Clerk  
City of Huntington Park

Date

**ATTACHMENT "B"**



Elecnor Belco Electric, Inc.  
14320 Albers Way  
Chino, CA 91710  
(909) 993-5470 Fax (909) 993-5476  
License No. 738518

# RETENTION

Invoice No: 14-0726-007

Client:	City of Huntington Park	
Address:	6550 Miles Avenue	
	Huntington Park, CA 90255	
Project:	ATP Cycle 3 Project	

Month Ending:	1/31/2023
Billing Date:	1/31/2023
Client Representative:	Cesar Roldan
Client Project No:	2017-03
Belco Project No:	14-0726
Belco Manager:	Elisa Lim

ITEM NO.	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED AMOUNT	TOTAL TO DATE		PREVIOUS ESTIMATE		THIS ESTIMATE		BALANCE TO FINISH
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
<b>CONTRACT BID ITEMS</b>												
1	TOTAL OF ALL OTHER PRIME CONTRACT BID ITEMS)	1	LS	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	\$0.00
2	PROVIDE TRAFFIC CONTROL	1	LS	\$ 30,000.00	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	0.00	\$0.00	\$0.00
3	SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK	1,253	SF	\$ 5.00	\$6,265.00	1253.00	\$6,265.00	1253.00	\$6,265.00	0.00	\$0.00	\$0.00
4	AND/OR CURB & GUTTER	278	LF	\$ 23.00	\$6,394.00	278.00	\$6,394.00	278.00	\$6,394.00	0.00	\$0.00	\$0.00
5	SAWCUT AND REMOVE EXISTING AC SIDEWALK	274	SF	\$ 6.00	\$1,644.00	274.00	\$1,644.00	274.00	\$1,644.00	0.00	\$0.00	\$0.00
6	SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP	12	EA	\$ 1,935.00	\$23,220.00	12.00	\$23,220.00	12.00	\$23,220.00	0.00	\$0.00	\$0.00
7	SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, AND SUBGRADE	8	CY	\$ 171.00	\$1,368.00	8.00	\$1,368.00	8.00	\$1,368.00	0.00	\$0.00	\$0.00
8	UNCLASSIFIED EXCAVATION	4	CY	\$ 228.00	\$912.00	4.00	\$912.00	4.00	\$912.00	0.00	\$0.00	\$0.00
9	REMOVE EXISTING TREE	1	EA	\$ 4,552.00	\$4,552.00	1.00	\$4,552.00	1.00	\$4,552.00	0.00	\$0.00	\$0.00
10	REMOVE EXISTING PAVERS	25	SF	\$ 46.00	\$1,150.00	25.00	\$1,150.00	25.00	\$1,150.00	0.00	\$0.00	\$0.00
11	CONSTRUCT 4"-THICK CONCRETE SIDEWALK	664	SF	\$ 7.00	\$4,648.00	664.00	\$4,648.00	664.00	\$4,648.00	0.00	\$0.00	\$0.00
12	CONSTRUCT CONCRETE CURB & GUTTER	65	LF	\$ 52.00	\$3,380.00	65.00	\$3,380.00	65.00	\$3,380.00	0.00	\$0.00	\$0.00
13	CONSTRUCT CONCRETE CURB ONLY	84	LF	\$ 46.00	\$3,864.00	84.00	\$3,864.00	84.00	\$3,864.00	0.00	\$0.00	\$0.00
14	REMOVE EXISTING GATE/FENCE	7	LF	\$ 177.00	\$1,239.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$1,239.00
15	CONSTRUCT CONCRETE CURB RAMP	17	EA	\$ 4,325.00	\$73,525.00	17.00	\$73,525.00	17.00	\$73,525.00	0.00	\$0.00	\$0.00
16	FURNISH AND INSTALL 4' X 3' YELLOW DETECTABLE WARNING SURFACE	6	EA	\$ 1,138.00	\$6,828.00	6.00	\$6,828.00	6.00	\$6,828.00	0.00	\$0.00	\$0.00
17	NEW FIRE HYDRANT ASSEMBLY AND SERVICE LINE	2	EA	\$ 20,938.00	\$41,876.00	2.00	\$41,876.00	2.00	\$41,876.00	0.00	\$0.00	\$0.00
18	AND WIRES	5	EA	\$ 3,073.00	\$15,365.00	5.00	\$15,365.00	5.00	\$15,365.00	0.00	\$0.00	\$0.00
19	FURNISH AND INSTALL TYPE 15 POLE AND 3-1/2 PULL BOX	2	PA	\$ 3,758.00	\$7,516.00	2.00	\$7,516.00	2.00	\$7,516.00	0.00	\$0.00	\$0.00
20	INSTALL 2" PVC, SCH 40, CONDUIT	10	LF	\$ 50.00	\$500.00	10.00	\$500.00	10.00	\$500.00	0.00	\$0.00	\$0.00
21	FURNISH, INSTALL, AND CONNECT NEW CONDUCTORS FOR THE NEW TYPE 15 POLES	1	LS	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	\$0.00
22	FURNISH AND INSTALL NEW 6" D.I. RESILIENT-WEDGE GATE VALVE	2	EA	\$ 10,583.00	\$21,166.00	2.00	\$21,166.00	2.00	\$21,166.00	0.00	\$0.00	\$0.00
23	FURNISH AND INSTALL PEDESTRIAN BARRICADE	2	EA	\$ 1,800.00	\$3,600.00	2.00	\$3,600.00	2.00	\$3,600.00	0.00	\$0.00	\$0.00
24	INSTALL MARATHON II SOD	244	SF	\$ 15.00	\$3,660.00	244.00	\$3,660.00	244.00	\$3,660.00	0.00	\$0.00	\$0.00
25	PROVIDE AND PLACE CRUSHED MISCELLANEOUS BASE (CMB)	33	TON	\$ 18.00	\$594.00	33.00	\$594.00	33.00	\$594.00	0.00	\$0.00	\$0.00
26	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF ALAMEDA STREET AND LAURA AVENUE	1	LS	\$ 54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
27	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE MIDBLOCK ALAMEDA STREET BETWEEN ZOE AVENUE AND SATURN AVENUE	1	LS	\$ 57,000.00	\$57,000.00	1.00	\$57,000.00	1.00	\$57,000.00	0.00	\$0.00	\$0.00
28	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF RITA AVENUE AND PARK PLACE	1	LS	\$ 54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
29	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF TEMPLETON STREET AND ZOE AVENUE	1	LS	\$ 54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
30	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF TEMPLETON STREET AND SATURN AVENUE	1	LS	\$ 54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
31	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF MAYWOOD AVENUE AND 60TH PLACE	1	LS	\$ 54,000.00	\$54,000.00	1.00	\$54,000.00	1.00	\$54,000.00	0.00	\$0.00	\$0.00
32	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE MIDBLOCK SALT LAKE AVENUE BETWEEN BELL AVENUE AND FLORENCE AVENUE (NORTH)	1	LS	\$ 25,000.00	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	\$0.00
33	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE MIDBLOCK SALT LAKE AVENUE BETWEEN BELL AVENUE AND FLORENCE AVENUE (SOUTH)	1	LS	\$ 25,000.00	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	\$0.00
34	INSTALLATION OF FLASHING BEACON SYSTEM FOR THE INTERSECTION OF SOTO STREET AND 57TH STREET	1	LS	\$ 25,000.00	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	\$0.00
35	REMOVE EXISTING POST AND SIGN(S)	20	EA	\$ 23.00	\$460.00	20.00	\$460.00	20.00	\$460.00	0.00	\$0.00	\$0.00
36	REMOVE EXISTING SIGN	4	EA	\$ 6.00	\$24.00	4.00	\$24.00	4.00	\$24.00	0.00	\$0.00	\$0.00
37	REMOVE EXISTING SIGN AND PLACE NEW SIGN ON STREET LIGHT POLE	4	EA	\$ 137.00	\$548.00	4.00	\$548.00	4.00	\$548.00	0.00	\$0.00	\$0.00
38	RELOCATE EXISTING STREET NAME SIGNS ON NEW POST	1	EA	\$ 46.00	\$46.00	1.00	\$46.00	1.00	\$46.00	0.00	\$0.00	\$0.00
39	FURNISH AND INSTALL NEW POST AND SIGN(S)	31	EA	\$ 325.00	\$10,075.00	31.00	\$10,075.00	31.00	\$10,075.00	0.00	\$0.00	\$0.00
40	FURNISH AND PLACE NEW SIGN ON STREET LIGHT POLE	1	EA	\$ 217.00	\$217.00	1.00	\$217.00	1.00	\$217.00	0.00	\$0.00	\$0.00
41	FURNISH AND INSTALL SOLAR POWERED LED STOP SIGN, R1-1, WITH POST	4	EA	\$ 2,192.00	\$9,192.00	4.00	\$9,192.00	4.00	\$9,192.00	0.00	\$0.00	\$0.00



Elecnor Belco Electric, Inc.  
14320 Albers Way  
Chino, CA 91710  
(909) 993-5470 Fax (909) 993-5476  
License No. 738518

# RETENTION

Invoice No:  0726-007

Month Ending:  1/31/2023

Billing Date:  1/31/2023

Client:	City of Huntington Park	
Address:	6550 Miles Avenue	
Project:	Huntington Park, CA 90255	
	ATP Cycle 3 Project	

Client Representative:	Cesar Roldan
Client Project No:	2017-03
Belco Project No:	14-0726
Belco Manager:	Elisa Lim

ITEM NO.	DESCRIPTION OF WORK	BID QTY	UNIT	UNIT PRICE	SCHEDULED AMOUNT	TOTAL TO DATE		PREVIOUS ESTIMATE		THIS ESTIMATE		BALANCE TO FINISH
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
42	CROSSWALK WARNING, W11-2, WITH DOUBLE SIDED 24" BY 12" DOWNWARD ARROW	1	LS	\$ 6,433.00	\$6,433.00	1.00	\$6,433.00	1.00	\$6,433.00	0.00	\$0.00	\$0.00
43	FURNISH AND INSTALL WHITE CONCRETE PARKING BUMPER	9	EA	\$ 86.00	\$774.00	9.00	\$774.00	9.00	\$774.00	0.00	\$0.00	\$0.00
44	FURNISH AND INSTALL FLEXIBLE SIGN POST	6	EA	\$ 325.00	\$1,950.00	6.00	\$1,950.00	6.00	\$1,950.00	0.00	\$0.00	\$0.00
45	INSTALL TRAFFIC STRIPING, MARKINGS, AND CURB PAINTING	1	LS	\$ 154,996.00	\$154,996.00	1.00	\$154,996.00	1.00	\$154,996.00	0.00	\$0.00	\$0.00
46	SURVEY MONUMENTS AND CENTERLINE TIES	1	LS	\$ 9,000.00	\$9,000.00	1.00	\$9,000.00	1.00	\$9,000.00	0.00	\$0.00	\$0.00
47	FURNISH AND INSTALL NEW GATE AND FENCE	21	LF	\$ 500.00	\$10,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$10,500.00
48	ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE	1	EA	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0.00	\$0.00	\$0.00
49	INSTALL PUBLIC IMPROVEMENT PROJECT SIGNS	4	EA	\$ 1,000.00	\$4,000.00	4.00	\$4,000.00	4.00	\$4,000.00	0.00	\$0.00	\$0.00
SUB TOTALS FOR ALL ORIGINAL CONTRACT ITEMS					\$895,981.00	99%	\$884,242.00	99%	\$884,242.00	0%	\$0.00	\$11,739.00

CHANGE ORDERS												
CO #1	T&M # 1.00 - 2.00 - REMOVAL OF STUB OUT FOR MAIN WATER LINE	1.00	LS	\$ 13,429.96	\$13,429.96	1.00	\$13,429.96	1.00	\$13,429.96	0.00	\$0.00	\$0.00
CO #2	PULL BOX	1.00	LS	\$ 7,839.63	\$7,839.63	1.00	\$7,839.63	1.00	\$7,839.63	0.00	\$0.00	\$0.00
CO #3	T&M #3 - REPOTHOLE	1.00	LS	\$ 1,870.04	\$1,870.04	1.00	\$1,870.04	1.00	\$1,870.04	0.00	\$0.00	\$0.00
CO#4	T&M #4 - CHIP DOWN EXISTING FOOTING	1.00	LS	\$ 2,158.69	\$2,158.69	1.00	\$2,158.69	1.00	\$2,158.69	0.00	\$0.00	\$0.00
CO#5	T&M #5 - UNFORESEEN CONCRETE	1.00	LS	\$ 2,929.44	\$2,929.44	1.00	\$2,929.44	1.00	\$2,929.44	0.00	\$0.00	\$0.00
CO#6	MAYWOOD AND 60TH	1.00	LS	\$22,484.12	\$22,484.12	1.00	\$22,484.12	1.00	\$22,484.12	0.00	\$0.00	\$0.00
		0.00	LS	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
		0.00	LS	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
		0.00	LS	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
SUB TOTALS FOR ALL CHANGE ORDER ITEMS					\$50,711.88	100%	\$50,711.88	100%	\$50,711.88	0%	\$0.00	\$0.00

TOTALS	\$946,692.88	99%	\$934,953.88	99%	\$934,953.88	0%	\$0.00	\$11,739.00
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CONTRACT TO DATE INCLUDING CHANGE ORDERS	.....	\$946,692.88	RETENTION PERCENTAGE	5%
TOTAL COMPLETED TO DATE	.....	\$937,453.88	RETENTION ON HOLD	\$0.00
LESS PREVIOUS GROSS BILLED	.....	\$937,453.88		
CURRENT GROSS PAYMENT	.....	\$0.00		
LESS RETENTION	.....	\$0.00		
TOTAL AMOUNT DUE	.....	\$46,872.70		

ITEM 5

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



March 7, 2023

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT**

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

1. Authorize staff to publish and solicit a Request for Proposal (RFP) (Attachment 1) from qualified engineering firms for the preparation of Plans, Specifications and Estimate for CIP 2022-11 Huntington Park Litter Abatement and Beautification Project;
2. Approve Resolution (Attachment 2) accepting the California Department of Transportation's Clean California Local Grant; and
2. Authorize the City Manager to sign all applicable documents.

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

At the regularly scheduled January 18, 2022 City Council meeting, the City Council authorized staff to submit a statewide competitive grant application through the California Department of Transportation's Clean California Local Grant Program. This competitive statewide program was created to beautify and clean up local streets and roads, parks, pathways, transit centers and other public spaces.

The California Department of Transportation conditionally awarded the grant on February 9, 2023. Project focus is the Randolph corridor encapsulating Willington Avenue, Slauson Avenue and Santa Fe Avenue. Project objective is to clean and beautify the right of way by widening the parkway surrounding the Randolph Corridor in order to add meandering sidewalks, native/drought tolerant trees, decomposed granite, trash receptacles, pedestrian lighting and ADA-compliant pedestrian ramps. Use of cameras to capture illegal dumping is a logistic approach to mitigating this concern in the project area.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT**

March 7, 2023

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

The following is a tentative schedule and is contingent upon Caltrans executing the agreement and staff providing the necessary fiscal documents requested by the State:

RFP ISSUED	April 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 12, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 19, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 24, 2023
TENTATIVE CITY COUNCIL AWARD DATE	June 6, 2023
APPROXIMATE NOTICE TO PROCEED DATE	June 12, 2023
100% FINAL PS&E TO THE CITY	October 31, 2023
PROJECT COMPLETION DATE  Date by when projects must be completed and all funds expended. If the project involves infrastructure components, all components must be opened to the public and all funds must be expended by this date.	June 30, 2024
PROJECT CLOSE UP  Date by when final invoicing and project closeout must be completed.	December 31, 2024

**LEGAL REQUIREMENT**

The City has been informed that there are necessary actions outlined in the Corrective Action Plan (CAP) letter dated July 1, 2022. Conditions must be met and completed by City staff. Caltrans will reevaluate efforts made in response to the CAP prior to the final execution of the Restricted Grant Agreement (RGA).

Reimbursable work cannot commence on a project until Caltrans has a fully executed and signed RGA. No funds will be released until the agreement is fully executed by both

# **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT**

March 7, 2023

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parties. Expenses incurred prior to the execution of the grant agreement cannot be reimbursed or counted towards any local match requirements for a project.

The agreement specifies the amount of funds granted, timeline for expenditure of funds, delivery schedule and the approved project scope. Reporting timeframes and other requirements are also identified in the agreement. Project must be completed and all funds must be expended by June 30, 2024.

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 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**

Total grant award is \$2,800,000. A local City match is required. The required local match will range from 0% (i.e., no local match required) to 50%. The percentage is determined based on the "severity of disadvantage" of the community surrounding the project. The City will be required to contribute a local match estimated between 15% and 20%, which is based on the local match calculation requirements stipulated by Caltrans. Applicants will be held responsible for any local commitments at or above their minimum local match requirement as part of their grant agreement with Caltrans. A detailed summary will be provided as soon as the City receives the agreement.

## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE  
PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND  
ADOPTION OF RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF  
TRANSPORTATION'S CLEAN CALIFORNIA LOCAL GRANT**

March 7, 2023

Page 4 of 4



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

1. Request for Proposal
2. Resolution accepting the California Department of Transportation's Clean California Local Grant

## ATTACHMENT "A"



**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Architectural/Engineering Design Services  
Plans, Specifications, and Estimate (PS&E)  
CIP 2022-11 Huntington Park Litter Abatement and Beautification Project**

**PROPOSAL DUE DATE: MAY 24, 2023, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcagov](mailto:croldan@hpcagov)

CITY OF  
HUNTINGTON  
PARK

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**1. INTRODUCTION**

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for design services and the preparation of Plans, Specifications, and Estimate (PS&E) for a beautification project. Design will lead to the construction of complete streets beautification project that mitigates illegal dumping and debris.

**2. OVERVIEW**

The proposed project will focus on reducing the amount of waste and debris within the public right-of-way along the Randolph Street corridor. Streets encompassing the focal point include Wilmington Avenue, Alameda Street, Laura Avenue, Belgrave Avenue, Regent Street and Albany Street. City seeks to install anti-littering signs, trash receptacles and high-resolution cameras to discourage future littering and illegal dumping. Non-ADA compliant sidewalk will be removed and replaced to help increase pedestrian accessibility. The proposed project will also enhance the southside of Randolph Street between Alameda Street and Cottage Street with green street elements that will include: meandering sidewalk, decomposed granite, treelets, planters, wayfinding signs, drought tolerant trees and native plants, energy efficient light fixtures, and vandal-resistant pedestrian bollards. Stormwater capture features will be required to be implemented in the design.

**3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-11 Huntington Park Litter Abatement and Beautification Project**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **October 31, 2023**.

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

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

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, architectural/engineering plans, layouts, typical sections, and construction details necessary to construct the required complete street elements.
- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways in the project area will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards.

- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.

- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

**August 7, 2023** – 30% submittal

**September 28, 2023** – 75% submittal

**October 31, 2023** – Final 100% submittal

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

- Basic Requirements:

A. Complete street elements

- improve safety where pedestrians interact with traffic
- improve connectivity and access for people with disabilities
- increase shade to improve comfort and experience of pedestrians
- bring "greening" and color to the streets
- provide sustainable planting and improved water efficiency

B. Camera detection equipment to mitigate illegal dumping

C. Storm Water/Water Quality related enhancements

- Design must be prepared to comply with all state, county and local requirements. Consultants are responsible for verifying site conditions. No allowances will be made if a consultant fails to adequately examine a location before submitting a proposal.

• Upon completion of 30% design, the consultant must schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.

• Design Services shall follow and include a schedule. Allow a minimum of two (2) weeks for each City review. It is expected that 100% plans will be complete and include comments and input from the City.

**C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal**

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and Caltrans standard specifications. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must include a measurement clause and a payment clause. City does not have City standards.

**D. Task 4 – Construction Estimate**

- Prepare an Engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

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

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed checkoff list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Provide design support during construction to include but not limited to review of submittals, response to RFIs, etc.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
  - 2 - Scoping/Kick off
  - 6 - City Staff

**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 (30%) – 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 (30%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (30%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

**8. SELECTION PROCESS**

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

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

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

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

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

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

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

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

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

**Proposed Personnel:** Maximum 3-page resume for key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

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

**References:** Each consultant must include at least 2 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

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

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the

## Request for Proposal

### CIP 2022-11 Huntington Park Litter Abatement and Beautification Project

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subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 5, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

#### 10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2022-11 Huntington Park Litter Abatement and Beautification Project**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

TASKS	ITEM	TOTAL
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Due August 7, 2023	
4	Prepare & Submit 75% Design PS&E: Due September 28, 2023	
5	Prepare & Submit 100% Design PS&E: Due October 31, 2023	
6	Answer Bidding RFIs/RFCs	
7	Attend Pre-Construction Meeting(s)	
8	Answer Construction RFIs/RFCs	
9	Review Construction Submittals/Shop Drawings	
10	As-Builts/Record Drawings	
<b>TOTAL DETAILED FEE SCHEDULE</b>		

\* Mileage, printing, and other external costs should be integrated into the costs above

#### 11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

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

Questions regarding this proposal shall be submitted via email by **5:00 PM, MAY 12, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, MAY 19, 2023**. The addendum will be emailed to all RFP recipients on record.

#### 12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, MAY 24, 2023**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

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

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

#### **ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	April 21, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 12, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 19, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 24, 2023
TENTATIVE CITY COUNCIL AWARD DATE	June 6, 2023
APPROXIMATE NOTICE TO PROCEED DATE	June 12, 2023
100% FINAL PS&E TO THE CITY	October 31, 2023
PROJECT COMPLETION DATE  Date by when projects must be completed and all funds expended. If the project involves infrastructure components, all components must be opened to the public and all funds must be expended by this date.	June 30, 2024
PROJECT CLOSE UP  Date by when final invoicing and project closeout must be completed.	December 31, 2024

**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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:** [NAME OF CONSULTANT]

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

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

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**Office of the City Clerk**

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**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.**





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 II – Limits Of Insurance**:

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

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

whichever is less.

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

## **ATTACHMENT "B"**

## **RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, ACCEPTING,  
APPROVING, AND ADOPTION BY RESOLUTION TO  
EXECUTE AGREEMENTS WITH THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION FOR THE  
HUNTINGTON PARK LITTER ABATEMENT AND  
BEAUTIFICATION PROJECT

**WHEREAS**, the City Council of the City of Huntington Park is eligible to receive State funding for certain transportation related work through the California Department of Transportation; and

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program; and

**WHEREAS**, at the March 7, 2023 City Council meeting, the City Council authorized the City Manager to sign all documents associated with the Huntington Park Litter Abatement and Beautification Project associated with the California Department of Transportation's Clean California Local Grant Program.

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

**SECTION 1.** The City Council adopts this resolution authorizing the City Manager to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

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

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of March 2023.

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Eduardo Martinez, Mayor

ATTEST:

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Eduardo Sarmiento, City Clerk

ITEM 6



# CITY OF HUNTINGTON PARK

## FINANCE

### City Council Agenda Report

March 7, 2023

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:

#### **APPROVAL OF AUTHORIZED SIGNERS AT LOCAL AGENCY INVESTMENT FUND (LAIF) AND RESOLUTION AUTHORIZING INVESTMENTS AT LAIF.**

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

1. Authorize new signers for the City's Local Agency Formation Fund (LAIF).
2. Approve Resolution authorizing investment of idle cash balances at LAIF.

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

With the changes in staff at the City, there is a need to update the authorized signers to facilitate the cash transfers between the City's LAIF account and the City's operating bank statements.

The last resolution authorizing signers for investments at LAIF is resolution #2013-1 dated January 7, 2013.

Transfers are only allowed to or from City bank accounts at LAIF or bank accounts in the name of the City of Huntington Park, as needed to maximize investment earnings. LAIF withdrawals are not allowed to be directed to any other accounts other than those in the name of the City of Huntington Park.

These are the new authorized signers proposed:

Ricardo Reyes, City Manager  
John Herrera, Finance Director  
Nelson Molina, Senior Accountant

#### **CONCLUSION**

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

**APPROVAL OF AUTHORIZED SIGNERS AT LOCAL AGENCY INVESTMENT FUND  
(LAIF) AND RESOLUTION AUTHORIZING INVESTMENTS AT LAIF.**

Page 2 of 2

Respectfully submitted,



**RICARDO REYES**  
City Manager

**JOHN HERRERA, CPA**  
Interim Finance Director

**ATTACHMENT(S)**

- A. Resolution revising list of authorized signers and authorizing investments at LAIF.

## ATTACHMENT "A"

## **RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK, CALIFORNIA,  
AUTHORIZING INVESTMENT OF CITY OF  
HUNTINGTON PARK MONIES IN LOCAL AGENCY  
INVESTMENT FUND**

**WHEREAS**, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer, and

**WHEREAS**, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of investment as stated herein is in the best interests of the City of Huntington Park.

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

**SECTION 1.** That the City Council does hereby authorize the deposit and withdrawal of City of Huntington Park monies in the Local Agency Investment Fund in the State of Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein.

**SECTION 2.** The following City Officers, or his or her successor in office, shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Ricardo Reyes, City Manager  
John Herrera, CPA, Interim Director of Finance  
Nelson Molina, MBA, Senior Accountant

**SECTION 3.** That all resolutions and parts of resolutions in conflict herewith are hereby rescinded.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

*(Signatures on the following page)*

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Huntington Park this 7<sup>th</sup> day of March, 2023.

**Eduardo Martinez,  
Mayor**

**ATTEST:**

Eduardo Sarmiento,  
City Clerk

## ITEM 7

# CITY OF HUNTINGTON PARK

Human Resources Department  
City Council Agenda Report



March 7, 2023

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

Dear Mayor and Members of the City Council:

**RESOLUTION ADOPTING AN EXTENSION AND REVISED COMPENSATION PLAN  
AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve Resolution, adopting an extension and revised Compensation Plan for Non-Represented Employees; and

**ADDITIONAL SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO BE  
PROVIDED PRIOR TO MARCH 7, 2023, CITY COUNCIL MEETING.**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "RICARDO REYES".

RICARDO REYES  
City Manager