

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, April 4, 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.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@h pca.gov or Esarmiento@h pca.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

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

OR PARTICIPATE BY PHONE AT:

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

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

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hPCA.gov or virtually via the Zoom link provided above.

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

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor 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. PROCLAMATION CELEBRATING DONATE LIFE MONTH
2. PROCLAMATION CELEBRATING FAIR HOUSING MONTH
3. PROCLAMATION CELEBRATING RED CROSS 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 – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Nicanor Pacheco Workers' Compensation Settlement

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) – One matter

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 March 21, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated April 4, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

3. CONSIDERATION AND APPROVAL TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE ONE-MONTH SENIOR UTILITY SUBSIDY PROGRAM

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a one-time allocation of American Rescue Plan Act (ARPA) funds for a one-month senior utility subsidy program to service 1,440 Huntington Park seniors; and
2. Approve a budget appropriation in the amount of \$288,000 from account number 111-9050-451.56-10 American Rescue Plan One-Month Senior Utility Subsidy Program.
3. Authorize the Finance Director to distribute the funds accordingly.

HUMAN RESOURCES

4. RESOLUTION AUTHORIZING AMENDMENT OF AND ADOPTING A REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution, authorizing the City Manager to finalize amendments to the prior Compensation Plan for Non-Represented Employees and adopt the revised Compensation Plan for Non-Represented Employees effective January 1, 2023 through June 30, 2033.

POLICE DEPARTMENT

5. CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$80,000.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2021 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$80,000.00; and
2. Approve a budget appropriation in the amount of \$80,000.00 for the purchase and installation of security cameras for the police facility; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to administer and complete the security camera project.

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal from qualified firms to inventory the City's water lines (public and private) for lead and copper as mandated by the United States Environmental Protection Agency.

7. CONSIDERATION AND APPROVAL TO SUBMIT AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit an Energy Efficiency and Conservation Block Grant funding application to the State of California Department of Energy; and
2. Authorize the City Manager to sign all applicable documents.

8. CONSIDERATION AND APPROVAL OF AWARD OF A PROPOSAL TO RESURFACE THE OUTDOOR BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK OUTDOOR BASKETBALL COURT

RECOMMENDED THAT CITY COUNCIL:

1. Award a contract to Ferandell Tennis Courts, Inc. (Attachment 1) for a not-to-exceed amount of \$59,550;
2. Authorize the appropriation of the entire State of California Department of Parks and Recreation grant amount of \$74,346.95 as City staff seeks reimbursement of State funds as work progresses;

3. Authorize staff to utilize the remaining balance of \$14,796.95 to purchase three water efficient drinking fountains and benches adjacent to the courts; and
4. Authorize the City Manager to execute the proposal contract.

9. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN FOR THE REPLACEMENT OF THE ROOF AT CITY HALL AND POLICE DEPARTMENT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering/roofing firms for the preparation of Plans, Specifications and Estimate of CIP 2022-13 Design Roof Repairs at City Hall and Police Department.

COMMUNITY DEVELOPMENT

10. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF ARCHITECTURAL SERVICES RELATED TO IMPROVEMENTS TO THE EMERGENCY OPERATION CENTER.

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal Process (RFP) for Architectural Services for the rehabilitation of the Emergency Operations Center (EOC).

CITY MANAGER

11. CONSIDERATION AND APPROVAL OF EDUCATION COMPACT BETWEEN THE LOS ANGELED UNIFIED SCHOOL DISTRICT AND THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Education Compact between the Los Angeles Unified School District and the City of Huntington Park; and
2. Authorize the City Manager to enter into an Education Compact with the Los Angeles Unified School District.

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 tonight's meeting to a Regular Meeting on Tuesday, April 18, 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 not less than 72 hours prior to the meeting. Dated this 30th day of March 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, March 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, March 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; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation -Absent.

INVOCATION

Mayor Martinez led invocation.

PLEDGE OF ALLEGIANCE

Councilmember Macias led the Pledge of Allegiance.

PRESENTATION(S)

1. **CERTIFICATE OF RECOGNITION TO MILLAN'S RANCHITO CELEBRATING 40 YEARS OF BUSINESS IN HUNTINGTON PARK**
2. **PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) PRESENTATION**

PUBLIC COMMENTS

The following members of the public provided public comment:

1. Karmina Lopez

STAFF RESPONSE

Assistant City Manager Raul Alvarez stated staff will follow up with the representative.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed

session. Mayor Martinez recessed into closed session at 6:53 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

Mayor Martinez reconvened the Council meeting from Closed Session at 7:27 p.m.

CLOSED SESSION ANNOUNCEMENT

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

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Prior to vote on approval of consent calendar Councilmember Macias was not present.

MOTION: Councilmember Ortiz moved to approve the consent calendar with the following correction to the March 7, 2023 meeting minutes. The minutes should reflect that Councilmember Flores stepped away from the dais and did not abstain from the consent calendar vote, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

NOT PRESENT: Councilmember Macias

1. CITY COUNCIL MEETING MINTUES

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

1. Regular Successor Agency held March 7, 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 March 21, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

Prior to the vote on item four (4) Councilmember Macias returned to the dais.

POLICE DEPARTMENT

4. CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

Prior to vote, Councilmember Macias inquired about the account number for the appropriation. Police Chief Lozano provided project code PD-2301 which was provided by Finance Department after the posting of the agenda.

MOTION: Vice Mayor Sanabria moved to accept reimbursable grant funding and increase estimated revenues in the amount of \$45,577.00; and approve a budget appropriation in the amount of \$45,577.00; and authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and authorize the Chief of Police to administer and complete the designated project, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

MOTION: Vice Mayor Sanabria moved to award the Professional Services Agreement to Southstar Engineering and Consulting, Inc. for construction management and inspection services as part of the oversight of CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) for a not-to-exceed amount of \$248,080; and payable from Account No. 202-8080-431.76-21; and authorize the City Manager to

execute the professional services agreement (PSA), seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

6. CONSIDERATION AND APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2023-24 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM

MOTION: Vice Mayor Sanabria moved to authorize staff to submit the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for Fiscal Year 2023-24, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

7. CONSIDERATION AND APPROVAL TO SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM CYCLE 2 FUNDING APPLICATION

MOTION: Councilmember Flores moved to approve staff to submit the Clean California Local Grant Program Cycle 2 application to the California Department of Transportation; and authorize the City Manager to sign all applicable documents, 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

8. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-12 WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN WALNUT STREET AND SANTA ANA STREET

MOTION: Councilmember Macias moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

9. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AS PART OF CIP 2022-03 SALT LAKE PARK AND CIP 2022-06 FREEDOM PARK

MOTION: Vice Mayor Sanabria moved to award a Professional Services Agreement for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park to David Volz Design for a not-to-exceed amount of \$49,932; and authorize the appropriation of \$24,966 as City staff seeks reimbursement of State funds as work progresses; and authorize payment of the remaining balance of \$24,966 from Special Events Contributions; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

10. CONSIDERATION AND APPROVAL TO AWARD A CONTRACT FOR THE FABRICATION AND INSTALLATION OF THE WELCOME TO HUNTINGTON PARK MONUMENT SIGN ON THE NORTH END OF PACIFIC BOULEVARD

MOTION: Vice Mayor Sanabria moved to award the contract to fabricate and install the monument sign to Bravo Sign & Design for a not-to-exceed fee of \$17,040.25 payable from Account 111-8022-419.56-41; and authorize the City Manager to execute the contract, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

11. CONSIDERATION AND APPROVAL OF THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

MOTION: Vice Mayor Sanabria moved to approve the 2023 General Plan Annual Progress Report, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARINGS

12. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT THREE TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR THE HOME INVESTMENT PARTNERSHIPS- AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN FOR SUBMITTAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Mayor Martinez opened the public hearing. No public comment was provided. Mayor then closed the public hearing.

MOTION: Vice Mayor Sanabria moved to approve the HOME-ARP Allocation Plan and Substantial Amendment Three to the to the Fiscal Year 2021-2022 Annual Action Plan, inclusive of any comments received by the City Clerk during the 30-day public comment period; and authorize the City Manager to make the appropriate amendments as described in Substantial Amendment Three; and authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

DEPARTMENTAL REPORTS

Police Chief Cosme Lozano provided a reminder about the upcoming meet your police event on March 30, 2023 at the Salt Lake Park Community Center.

Public Works Director Cesar Roldan thanked Council for their continued support. He shared that several community workshops have been held related to our urban forest management plan that is hosted Tree People organization. He encouraged everyone to attend the final community workshop on Thursday March 23, 2023.

Director of Community Development Steve Forster reminded everyone that the city continues the roll out of the first-time home buyer program and the minor home improvement assistance which provides up to \$25,000 dollars of assistance to applicants.

Communications Director Sergio Infanzon encouraged all residents to visit the cities website and social media pages for upcoming events and programing. He highlighted the upcoming annual 5K run on April 1, 2023, the Earth Day event on April 15, 2023 and the Art Walk on April 23, 2023. He also mentioned the upcoming first-time home buyer community workshop on Saturday March 25, 2023. He closed by sharing details on the Zoo field trip for those students affected by the school closers.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz gave kudos to all city departments especially the Police Department for their efforts in providing additional service like a grab and go lunch pickup location during the school closures. She highlighted that the Salt Lake Park grab and go location gave out the most meals in the entire east region and exemplifies Huntington Parks commitment to the families and children in the community.

Councilmember Macias thanked staff, and reiterated Councilmember Ortiz comments regarding the grab and go locations. She added that the city's collective efforts exhibit the willingness and nimbleness in supporting the community during challenging times. She thanked Public Works Director Cesar Roldan for urban forest event and encouraged the community to participate.

Councilmember Flores thanked all the staff. He shared that he participated in the grab and go distribution site and confirmed the large amount of people who utilized the service. He also mentioned visiting a number of the closed school site and thanked staff for their response to the closures.

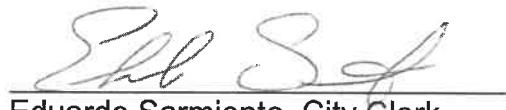
Vice Mayor Sanabria echoed her fellow Councilmembers comments regarding the support and safe spaces the city provided during the school closures. She then requested staff make a sweep of the city for any fallen trees due to the recent rain storms. She also encouraged the community to report any downed trees.

Mayor Martinez thanked staff for always keeping everyone safe and providing a health environment. He then requested staff also stay vigilant for any potholes caused by the excessive rain and encouraged residents to please use the city's app to report any potholes as well. He then recommended staff to investigate the possibility of renaming the Historic Preservation Commission to the Arts and Historic Preservation Commission.

ADJOURNMENT

Mayor Martinez adjourned the meeting in memory of his father Benjamin Jose Garcia Martinez at 7:52 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday April 4, 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 Improvmt
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 Stabilization
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.L/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

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	5162	111-6060-466.33-20	DANCING CLASSES	288.00
	5163	111-6060-466.33-20	DANCING CLASSES	320.00
	5164	111-6060-466.33-20	DANCING CLASSES	160.00
				\$768.00
ALADDIN LOCK & KEY SERVICE	32861	741-8060-431.43-20	POLICE UNIT KEY	90.00
				\$90.00
ALL CITY MANAGEMENT SERVICES, INC	83883	111-7022-421.56-41	SCHOOL CROSSING SVCS	11,321.12
				\$11,321.12
ALL DATA LLC.	101350206	741-8060-431.56-41	ANNUAL SUBSCRIPTION RENEWAL	1,500.00
				\$1,500.00
AMAZON.COM SERVICES, INC.	1XTY-KXKD-GDWG	111-6010-451.61-20	OFFICE SUPPLIES	922.86
	1MRD-C93D-7JPF	111-6020-451.61-35	5K SUPPLIES	1,690.12
	11N4-34FJ-3JNK	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	898.32
	1693-47XR-1PRC	239-6065-490.61-60	SENIOR SUPPLIES	245.74
	1LQ4-VXL4-6HXL	239-6065-490.61-60	SENIOR SUPPLIES	485.08
	1LX3-37TP-99JJ	239-6065-490.61-60	SENIOR SUPPLIES ID CARD PRINTER	1,697.85
				\$5,939.97
ANIMAL FRIENDS PET HOTEL	490283	111-7010-421.61-20	K-9 VETERINARY SERVICES	1,021.25
	490648	111-7010-421.61-20	K-9 VETERINARY SERVICES	35.50
				\$1,056.75
AT&T	000019610310	111-7010-421.53-10	PD PHONES	553.38
	2/5/23-3/4/23	121-7040-421.56-14	PD JAIL PHONES	84.89
				\$638.27
AUTO ZONE	4075524014	219-8085-431.43-21	PARTS FOR SHUTTLES	381.00
	4075524919	741-8060-431.43-20	PARTS FOR PD UNITS	410.81
	4075530602	741-8060-431.43-20	PARTS FOR PD UNITS	283.81
	4075531299	741-8060-431.43-20	PARTS FOR PD UNITS	232.13
	4075533019	741-8060-431.43-20	PARTS FOR PD UNITS	41.60
	4075537332	741-8060-431.43-20	PARTS FOR PD UNIT	165.36
				\$1,514.71
BC TRAFFIC SPECIALIST	7215	221-8012-429.61-20	PARKING LOT SIGNS	462.39
	7218	221-8012-429.61-20	PARKING SIGNS	174.32
				\$636.71
BEAR ELECTRICAL SOLUTIONS, INC	16568	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	155.00
	17972	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	6,350.00
	18233	221-8014-429.56-41	CONTROLLERS INSTALLED	7,462.00
	18306	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	1,140.00
	18307	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	6,350.00
	18412	221-8014-429.56-41	MATERIALS FOR PROJECT	2,750.00
				\$24,207.00
BENEFIT ADMINISTRATION CORPORATION	6031056-IN	111-2030-413.56-41	FLEX ADMIN FEES FEB	50.00
				\$50.00
BLACK AND WHITE EMERGENCY VEHICLES	4889	111-7010-421.74-10	EQUIP INSTALL TO PD UNIT	4,744.16
	4898	111-7010-421.74-10	INSTALL EQUIP JAIL VAN	2,991.33

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BLACK AND WHITE EMERGENCY VEHICLES	4918	111-7022-421.61-24	INSTALLATION FOR PD PARKING LOT	402.20
	4923	111-7022-421.61-24	SUPPLIES FOR PD UNIT	1,971.51
				\$10,109.20
BOB BARKER COMPANY INC.	INV1881643	121-7040-421.56-41	JAIL SUPPLIES	679.14
	INV1881710	121-7040-421.56-41	JAIL SUPPLIES	429.73
				\$1,108.87
BSN SPORTS, LLC	920856420	111-6030-451.61-35	DODGERS RBI SUPPLIES	658.11
				\$658.11
CANNON CORPORATION	83927	111-8010-431.76-12	CDBG ST. RECONSTRUCTION	18,555.00
	82323	681-8030-461.43-30	CONSTRUCTION MANAGEMENT	15,122.50
				\$33,677.50
CENTRAL BASIN MWD	HP-FEB23	681-8030-461.41-00	IMPORTED WATER FEB.	201,181.44
				\$201,181.44
CENTRAL FORD	23191	219-8085-431.43-21	PARTS FOR TROLLEY	420.15
	22441	741-8060-431.43-20	PARTS FOR PD UNITS	109.52
	22452	741-8060-431.43-20	PARTS FOR PD UNITS	322.28
	22460	741-8060-431.43-20	PARTS FOR PD UNITS	455.69
	22692 (22460)	741-8060-431.43-20	PARTS FOR PD UNITS	337.86
	22700	741-8060-431.43-20	PARTS FOR PD UNITS	191.42
	23052	741-8060-431.43-20	PARTS FOR PD UNITS	81.30
	23059	741-8060-431.43-20	PARTS FOR PD UNITS	209.92
	23243	741-8060-431.43-20	PARTS FOR PD UNITS	151.92
				\$2,280.06
CHAMPION CJD	538454	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	505.23
	538537	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	996.59
				\$1,501.82
CHARTER COMMUNICATIONS	0467069030723	111-7010-421.53-10	PD INTERNET	1,650.00
	0511379031323	111-7010-421.53-10	PD INTERNET CLOUD BACK UP	159.98
				\$1,809.98
CIVIC PLUS	220649	111-0210-413.56-41	ANNUAL WEB FEES 2022	16,781.22
				\$16,781.22
COALITION FOR RESPONSIBLE COMMUNITY	FM1299	111-7024-421.56-41	JANITORIAL SERVICES FEB	3,914.56
	FM1299	111-8020-431.56-41	JANITORIAL SERVICES FEB	1,528.79
	FM1299	111-8022-419.56-41	JANITORIAL SERVICES FEB	4,629.68
	FM1299	111-8023-451.56-41	JANITORIAL SERVICES FEB	12,272.46
				\$22,345.49
COMMERCE CASINO	05202023	111-6065-451.57-46	SENIOR EVENT DEPOSIT	500.00
				\$500.00
CONCENTRA MEDICAL CENTERS	78355385	111-2030-413.56-41	EMPLOYEE PHYSICALS	1,018.00
				\$1,018.00
CRAFCO INC	9402886227	221-8010-431.61-21	HIGH PERFORMANCE ASPHALT	4,996.97
				\$4,996.97
CROSSROADS SOFTWARE	7276	111-7010-421.56-41	ANNUAL MAINTENANCE FEE	1,900.00
				\$1,900.00

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DAPEER, ROSENBLIT & LITVAK	21291	111-7010-421.56-41	PROFESSIONAL LEGAL SVCS	682.70
DATA TICKET INC.	HUNTP101222	111-7010-421.56-41	LICENSE SOFTWARE FEE	\$682.70 6,110.00
DAY WIRELESS SYSTEMS	INV765993	111-7010-421.56-41	CONTRACTUAL SERVICES	\$6,110.00 1,696.90
DELTA DENTAL	BE005425953	111-0000-217.50-20	DELTA CARE DPO BENEFITS	\$1,696.90 8,791.73
DELTA DENTAL INSURANCE COMPANY	BE005423534	111-0000-217.50-20	DELTA CARE PMI BENEFITS	\$8,791.73 1,867.21
DEPARTMENT OF ANIMAL CARE & CONTROL	03252023	111-7065-441.56-41	ANIMAL CARE & CONTROL FEB	\$1,867.21 16,877.62
DOOLEY ENTERPRISES, INC.	65140	225-7120-421.74-10	DEPT AMMUNITION	\$16,877.62 1,933.04
DUNN EDWARDS CORPORATION	2009A07695	111-8095-431.61-50	GRAFFITI ABATEMENT	\$1,933.04 945.22
FAIR HOUSING FOUNDATION	01102023 08092021 09082021 10092022 11092022 12082022	239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87 239-0272-463.57-87	PERSONNEL OVERDECK 2022 PERSONNEL PERJURY 2022 PERSONNEL OPERATION 2022 PERSONNEL OPERATION SEPT 2022 PERSONNEL OPERATION OCT 2022 PERSONNEL OPERATION NOV 2022	\$945.22 1,733.88 1,428.59 1,593.80 1,734.11 1,562.22 1,685.52
FEDEX	806366926	111-7010-421.61-20	EXPRESS SHIPMENT CHARGES	\$9,738.12 17.86
FERGUSON ENTERPRISES INC	2355533 2358383	111-8023-451.61-20 535-8090-452.61-20	SUPPLIES FOR ICE MACHINE FAUCETS AT PARKS	\$17.86 214.91 351.74
GEORGE CHEVROLET	134344CVW 134443CVW	741-8060-431.43-20 741-8060-431.43-20	PARTS FOR PD UNIT PARTS FOR PD UNIT	\$566.65 671.12 67.20
GOLD COAST K9	HPPD-18 HPPD-19	111-7010-421.59-15 111-7010-421.59-15	DETECTION CLASS OFFICER TRAINING	\$738.32 6,500.00 450.00
H.P. TEST ONLY	22578 22922	741-8060-431.43-20 741-8060-431.43-20	SMOG TEST FOR POLICE UNIT SMOG TEST FOR POLICE UNIT	\$6,950.00 45.00 45.00
HASA, INC.	873531 874586 875684 875686	681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18 SODIUM HYPOCHLORITE WELL 18 SODIUM HYPOCHLORITE WELL 14 SODIUM HYPOCHLORITE WELL 18	\$90.00 0.60 300.72 285.76 353.02
HDL COREN & CONE	SIN025945	111-9010-419.56-41	CONTRACT SERVICES	\$940.10 1,400.74
				\$1,400.74

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HECTOR G. MORENO	5159	111-6060-466.33-20	TAEKWONDO 5159	1,056.00
	5160	111-6060-466.33-20	TAEKWONDO 5160	1,152.00
	5161	111-6060-466.33-20	TAEKWONDO 5161	624.00
				\$2,832.00
HG GRAPHIC AND PRINTING	1980	111-6020-451.61-35	5K SHIRTS	1,947.89
				\$1,947.89
IBE DIGITAL	452472	111-9010-419.44-10	BLACK INK TONER	18.07
	452737	111-9010-419.44-10	PD PRINTER TONER	18.07
	452740	111-9010-419.44-10	PD PRINTER TONER	18.07
	452741	111-9010-419.44-10	FINANCE PRINTER TONER	18.07
	452767	111-9010-419.44-10	CITY CLERK PRINTER TONER	36.14
				\$108.42
ILGIA	23-NC000000-1	111-7010-421.59-15	DETECTIVE COURSES	100.00
	23-NC000000-2	111-7010-421.59-15	DETECTIVE COURSES	100.00
				\$200.00
INFRASTRUCTURE ENGINEERS	28233	111-5010-419.56-49	PLANNING SVCS	9,600.00
	28237	111-5010-419.56-49	BUILDING & SAFETY SVC	39,260.75
	28240	111-5010-419.56-49	CONSULTING SERVICES	17,914.34
	28321	111-8080-431.56-62	CITY ENGINEERING SERVICES	16,732.00
	28348	202-8080-431.76-23	PREPARATION OF PLANS	30,119.60
	28321	221-8010-431.56-41	CITY ENGINEERING SERVICES	5,733.00
	28340	222-8010-431.76-06	RELIEF IMPROVEMENT PROJECT	10,525.00
	28343	222-8010-431.76-06	CONCRETE & SIGNAL IMPROVE	2,300.00
	28321	222-8080-431.56-41	CITY ENGINEERING SERVICES	25,000.00
	28321	681-8030-461.56-41	CITY ENGINEERING SERVICES	12,100.00
				\$169,284.69
INTOXIMETERS INC	728715	111-7022-421.61-29	SUPPLIES FOR DATA MASTER	253.26
				\$253.26
J & J MUFFLER SHOP	30223	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,540.00
	30223	741-8060-431.43-20	PARTS FOR PD UNIT	1,550.00
				\$3,090.00
J & S CIRCUIT BREAKERS, INC.	86963	681-8030-461.43-30	PW FLEET DEPARTMENT	602.25
				\$602.25
J SQUARED	00108	681-8030-461.56-41	PROFESSIONAL SERVICES	1,200.00
				\$1,200.00
JERRY'S AUTO BODY, INC.	32717	741-8060-431.43-20	REPAIRS TO PD UNIT	5,234.66
	32759	741-8060-431.43-20	REPAIRS TO PD UNIT	1,215.21
	32760	741-8060-431.43-20	REPAIRS TO PD UNIT	431.76
	32761	741-8060-431.43-20	REPAIRS TO PD UNIT	1,299.37
				\$8,181.00
JOEL GORDILLO	JG202303	111-1010-411.56-41	MEDIA TECHNICIAN SERVICES	1,650.00
				\$1,650.00
KIMBALL MIDWEST	100820778	741-8060-431.43-20	FLEET SUPPLIES	280.71
				\$280.71

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KONICA MINOLTA BUSINESS SOLUTIONS	285909260	111-6010-451.56-41	COPIER LEASE	241.40
LA COUNTY SHERIFF'S DEPT	232278BL	121-7040-421.56-41	INMATE MEAL SERVICE	\$241.40
LAKESHORE LEARNING MATERIALS	483695030223	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	581.66
	483699030223	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	\$581.66
	484357022823	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,335.17
			AFTERSCHOOL SUPPLIES	658.21
			AFTERSCHOOL SUPPLIES	383.09
LAN WAN ENTERPRISE, INC	73978	111-7010-419.43-15	MONTHLY IT SERVICES MAR	\$2,376.47
	73978	111-9010-419.43-15	MONTHLY IT SERVICES MAR	25,106.00
	73975	111-9010-419.56-41	CYBERSECURITY CITY HALL	25,106.00
	73921	111-9050-421.74-10	CYBERSECURITY PROJECT	3,084.00
	73922	111-9050-421.74-10	CYBERSECURITY PROJECT	33,000.00
	73979	111-9050-421.74-10	CYBERSECURITY PROJECT	15,000.00
			CYBERSECURITY PROJECT	33,000.00
LEGAL SHIELD	143713	111-0000-217.60-50	IDENTITY THEFT PLAN MONTH	\$134,296.00
LOS ANGELES COUNTY RR/CC	23-2092	111-1010-411.31-10	GUBERNATORIAL ELECTION	28.90
LOURDES JUAREZ	66889	111-0000-228.20-00	RESERVATION DEPOSIT REFUND	\$28.90
LUXURY AUTO BODY	PW6013	741-8060-431.43-20	REFINISH VEHICLES DOOR	66,857.38
	PW6014	741-8060-431.43-20	REFINISH VEHICLES DOOR	\$66,857.38
			REFINISH VEHICLES DOOR	150.00
MANAGED HEALTH NETWORK	PRM-079760	111-0000-217.50-60	MONTHLY MANAGEMENT APRIL	\$150.00
MIGUEL FUENTES	03032023	111-7010-421.59-20	TRAINING REIMBURSEMENT	352.80
	18397225	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$352.80
MIKE PARSA	217143	111-7010-421.59-20	TRAINING REIMBURSEMENT	690.00
NEW CHEF FASHION INC.	1051595	111-7010-421.61-20	UNIFORMS POLO SHIRTS	969.47
NICK ALEXANDER RESTORATION	4088	741-8060-431.43-20	DRIVER SEAT FOR PD UNIT	\$690.00
NORM REEVES FORD SUPERSTORE	984427	741-8060-431.43-20	PARTS FOR PD UNIT	99.20
	984891	741-8060-431.43-20	PARTS FOR PD UNIT	\$99.20
OEM AUTO PAINT SUPPLIES	151609	535-8090-452.61-20	PAINT FOR PARK BENCHES	350.00
	151879	535-8090-452.61-20	PAINT FOR PARK BENCHES	\$350.00
OK PRINTING DESIGN & DIGITAL PRINT	2798	111-7030-421.61-20	INVESTIGATION GANG CARDS	459.90
OLIVAREZ MADRUGA, LLP	21684	745-9031-413.32-70	SETTLEMENT PAYMENT	304.22
			SETTLEMENT PAYMENT	\$764.12
			SETTLEMENT PAYMENT	197.00
			SETTLEMENT PAYMENT	\$197.00
			SETTLEMENT PAYMENT	4,315.50
			SETTLEMENT PAYMENT	\$4,315.50

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PACIFICA SERVICES INC.	346-08	221-8010-431.76-12	ST. RECONSTRUCTION	1,440.00
				\$1,440.00
PARS	52672	111-9010-419.56-41	MONTHLY FEES	548.87
	52735	216-3010-415.56-41	MONTHLY FEES	2,609.54
				\$3,158.41
PREFERRED IMPRESSIONS INC	26792	111-7022-421.61-24	VEHICLE GRAPHICS POLICE	1,982.75
	26793	111-7022-421.61-24	VEHICLE GRAPHICS POLICE	1,982.75
	26794	111-7022-421.61-24	VEHICLES GRAPHICS VEHICLE	991.38
	26791	741-8060-431.74-10	VEHICLE GRAPHICS POLICE	1,982.75
				\$6,939.63
PSYCHOLOGICAL CONSULTING ASSOC, INC	526139	111-7010-421.56-41	EMPLOYMENT EVALUATIONS	440.00
	526167	111-7010-421.56-41	EMPLOYMENT EVALUATIONS	880.00
				\$1,320.00
PURCHASE POWER	800090900355810	111-9010-419.53-20	CURRENCY REFILL POSTAGE	4,797.95
				\$4,797.95
R & A TANK TECHNOLOGIES LLC	030923-08	741-8060-431.43-20	DESIGNATED OPERATOR	150.00
	21634-1561	741-8060-431.43-20	ANNUAL CERS WORK	300.00
				\$450.00
R&P WOOD PRODUCTS INC	204592	535-8090-452.61-20	WOOD POSTS & TREE TIES	1,782.11
				\$1,782.11
REFRIGERATION SUPPLIES DISTRIBUTOR	1607673-00	111-8022-419.43-10	MONTHLY FEES MAR 2023	207.22
				\$207.22
REXEL COMMERCIAL & INDUSTRIAL	S135171700.001	535-8016-431.61-45	ST LIGHT SUPPLIES	6,910.17
	S135171700.002	535-8016-431.61-45	ST LIGHT SUPPLIES	50.09
	S135171700.003	535-8016-431.61-45	ST LIGHT SUPPLIES	133.23
				\$7,093.49
RIO HONDO COLLEGE	S23-116-ZHPK	111-7010-421.59-20	ACADEMY COURSE ENROLLMENT	2,379.00
				\$2,379.00
S & S WORLDWIDE, INC.	IN101139542	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	1,536.20
	IN101150829	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	326.40
				\$1,862.60
SAUL RODRIGUEZ	03032023	111-7010-421.59-20	TRAINING REIMBURSEMENT	690.00
				\$690.00
SMART & FINAL	556899	111-6020-451.61-35	EVENT SUPPLIES	43.69
				\$43.69
SONIA LUZ	3202023	111-3010-415.59-15	AP TRAINING WEBINAR	219.00
				\$219.00
SOUTHERN CALIFORNIA ASSOCIATION	SCAG FY23 0091	111-0210-413.64-00	MEMBERSHIP DUES FY 22/23	6,865.00
				\$6,865.00
SOUTHERN CALIFORNIA EDISON	7590464458	111-8010-415.56-41	NEW METER SVCS PEDESTAL	4,678.26
	1/5/23-2/2/23	111-8010-415.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	381.86
	12/6/22-1/4/23	111-8010-415.62-10	ELECTRICAL SVC VARIOUS LOCATIONS	376.82
	12/17/22-1/17/23	111-8020-431.62-10	ELECTRICAL SVC BISSELL ST	1,797.60
	12/19/22-1/18/23	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICITY	4,801.83

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SOUTHERN CALIFORNIA EDISON	1/5/23-2/2/23	535-8016-431.62-10	ELECTRICAL SVC WILSON AVE	75.14
	12/6/22-1/4/23	535-8016-431.62-10	ELECTRICAL SVC WILSON AVE	74.39
	2/9/23-3/9/23	535-8016-431.62-10	ELECTRICAL SVC COTTAGE ST	81.63
				\$12,267.53
SPARKLETT'S	19438227030823	111-7010-421.56-41	DRINKING WATER SVCS	469.59
				\$469.59
STAR2STAR COMMUNICATIONS LLC	SUBC00010345	111-9010-419.53-10	MONTHLY FEES MAR 2023	10,893.02
				\$10,893.02
SUPERION, LLC	376563	111-9010-419.43-15	MONTHLY FEES	13,532.61
				\$13,532.61
T-MOBILE USA	1/21/23-2/20/23	111-0110-411.53-10	CITY COUNCIL CELL PHONES	175.51
	1/21/23-2/20/23	111-0210-413.53-10	ADMINISTRATION CELL PHONES	167.22
	1/21/23-2/20/23	111-1010-411.53-10	CITY CLERK CELL PHONE	38.80
	1/21/23-2/20/23	111-2030-413.53-10	HR CELL PHONE	28.66
	1/21/23-2/20/23	111-3010-415.53-10	FINANCE CELL PHONE	14.21
				\$424.40
THE GAS COMPANY	2/8/23-3/10/23	111-8023-451.62-10	COURTHOUSE GAS CHARGES	285.93
				\$285.93
THE HITT COMPANIES, INC	OE-117106	111-7030-421.61-20	DETECTIVE ENGRAVED PLATES	26.51
				\$26.51
TIME WARNER CABLE	106964801030123	111-7010-421.53-10	PD ICI SYSTEM	703.60
				\$703.60
TROPHY REPUBLIC CO	9996916	111-6020-451.61-35	5K MEDALS	1,212.19
				\$1,212.19
UPWARD SOLUTIONS	23-0205	111-0210-413.56-41	PUBLIC AFFAIR SERVICES	5,000.00
				\$5,000.00
VULCAN MATERIALS COMPANY	73575593	221-8010-431.61-21	ASPHALT FOR CITY STREETS	210.69
				\$210.69
YASMIN CRUZ	5165	111-6060-466.33-20	BALLET CLASSES	384.00
	5166	111-6060-466.33-20	BALLET CLASSES	352.00
	5167	111-6060-466.33-20	BALLET CLASSES	480.00
				\$1,216.00
				\$900,012.59

ITEM 3



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

April 4, 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 APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE ONE-MONTH SENIOR UTILITY SUBSIDY PROGRAM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a one-time allocation of American Rescue Plan Act (ARPA) funds for a one-month senior utility subsidy program to service 1,440 Huntington Park seniors; and
2. Approve a budget appropriation in the amount of \$288,000 from account number 111-9050-451.56-10 American Rescue Plan One-Month Senior Utility Subsidy Program.
3. Authorize the Finance Director to distribute the funds accordingly.

BACKGROUND

The American Rescue Plan Act (ARPA) was enacted on March 11, 2021, to help counter the financial impact of COVID-19. The ARPA's objectives include securing the food supply chain, supporting nutrition assistance programs, providing emergency education relief, aiding childcare, public health, and housing, among other things. The ARPA provides metropolitan cities with approximately \$45.5 Billion in two separate payments to help alleviate the effects of COVID-19, and it covers eligible costs incurred between March 3, 2021, and December 31, 2024. The funds must be used in accordance with Section 603(c) of the Social Security Act, which includes assistance to households, small businesses, and non-profits for responding to the negative economic effects of COVID-19.

In February 2022, the City Council met and authorized the use of ARPA funds to spend \$2.4 Million, providing guaranteed income of \$200 per month for one year to 1,000 seniors.

CONSIDERATION AND APPROVAL TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE ONE-MONTH SENIOR UTILITY SUBSIDY PROGRAM

April 4, 2023

Page 2 of 2

In May 2022, the City Council met again and increased the ARPA funds by an additional \$1.2 Million to support another 500 seniors, providing them with guaranteed income of \$200 per month for one year.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

Considering the ongoing financial difficulties faced by seniors and their need for financial support, staff is proposing an increase in the allocation of ARPA funds by \$288,000 to provide a one-month utility subsidy for 1,440 seniors. This proposal can be funded through the City Council-approved ARPA Spending Proposal from February 15, 2022.

FISCAL IMPACT

The amount required for the one-time allocation of the use of ARPA funds is \$288,000. Although the City Council approved the overall spending plan for the American Recovery Plan Act monies, it is recommended the City Council approve a budget appropriation in the amount of \$288,000 to cover the cost associated with this recommendation.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

JOHN HERRERA, CPA
Finance Director (Interim)

ITEM 4

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report



April 4, 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 AUTHORIZING AMENDMENT OF AND ADOPTING A REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution, authorizing the City Manager to finalize amendments to the prior Compensation Plan for Non-Represented Employees and adopt the revised Compensation Plan for Non-Represented Employees effective January 1, 2023 through June 30, 2033.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park's ("City") prior Compensation Plan and Personnel Rules for Non-Represented Employees was originally approved on November 19, 2012 and amended and extended to June 30, 2015 on November 3, 2014 ("2014 Plan").

The 2014 Plan expired approximately seven and half years ago on June 30, 2015. Since that time, there have been significant substantive changes to the benefits provided by the City, changes in the obligations of the City to employees, and various needed changes to the plan and rules. As a result of the passage of time as well as changes in benefits and obligations, the City Manager, along with counsel for the City, has prepared a revised Compensation Plan ("2023 Plan") overhauling the prior expired 2014 Plan both to bring it into compliance with the City's current obligations and benefits (as already approved by Council) and to also revise and clarify the prior plan as needed.

A redlined copy of the 2014 Compensation Plan, reflecting the changes to be adopted and approved for the 2023 Plan is attached to Resolution as Attachment "A". Changes to the plan include: (1) revised acting pay compensation; (2) revised longevity pay

RESOLUTION ADOPTING AN EXTENSION OF THE COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

April 4, 2023

Page 2 of 2

compensation; (3) revised bilingual pay eligibility and application; (4) updated overtime policy; (5) revised stand-by assignment pay; (6) updated retirement provisions; (7) revised Holiday Leave Policies; (8) revised leave pay-out policies; (9) revised sick leave policies; (10) revised bereavement policies; (11) other updates and revisions to leave policies; (12) removal of inapplicable or unnecessary provisions and (13) general updates and clarifications to plan language.

The City Manager will work with counsel to finalize the compensation plan in accordance with the changes presented to Council for approval in the attachment to Resolution.

FISCAL IMPACT/FINANCING

As a result of the amendments to the plan, there will be consequential fiscal impacts as it relates to Non-Represented Employee compensation in certain aspects; however an exact fiscal impact cannot be calculated as it is contingent on variable aspects of future behavior by Non-Represented Employees as well as the needs of the City.

CONCLUSION

Upon Council's adoption of the resolution authorizing amendment of the 2023 Compensation Plan and Personnel Rules for the Non-Represented Employees and adopting the revised Plan and Rules, the 2023 Plan will be finalized and will be implemented.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENTS:

- A. Resolution authorizing amendment and revised compensation plan and personnel rules for non-represented employees

RESOLUTION NO. 2023-XX

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HUNTINGTON PARK
AUTHORIZING AMENDMENT OF AND ADOPTING
A REVISED COMPENSATION PLAN AND PERSONNEL RULES
FOR NON-REPRESENTED EMPLOYEES**

WHEREAS, the City of Huntington Park (“City”) employs various Non-Represented Confidential and Mid-Management employees who are exempt from the civil service (“Non-Represented Employees”);

WHEREAS, on or about November 19, 2012, the City Council of the City of Huntington Park approved Resolution No. 2012-62, which approved a compensation plan and other benefits set forth in the *Compensation Plan and Personnel Rules for Non Represented Employees*, effective November 19, 2012 through June 30, 2014 (“2012 Plan”);

WHEREAS, on or about November 3, 2014 the City Council of the City of Huntington Park approved Resolution No. 2014-51, which modified the 2012 Plan and approved a one year extension of the 2012 Plan to June 30, 2015 (“2014 Plan”);

WHEREAS, the prior 2014 Plan expired over seven years ago;

WHEREAS, numerous provisions in the 2014 Plan are now out-of-date and inaccurate as to the benefits provided by the City;

WHEREAS, numerous provisions in the 2014 Plan are not in compliance with the obligations of the City;

WHEREAS, the City Council of the City of Huntington Park wishes to have a current and accurate compensation plan, in accordance with its legal obligations; and

WHEREAS, the City Council of the City of Huntington Park desires to have an accurate and current compensation plan to continue to attract excellent talented

individuals for its Non-Represented classifications and to retain excellent talented individuals for its Non-Represented classifications; and

WHEREAS, the City Council of the City of Huntington Park desires to adopt a new compensation plan effective January 1, 2023 to June 30, 2033.

NOW THEREFORE, BE IT RESOLVED,

SECTION 1. The foregoing statements are true and correct.

SECTION 2. The City Council of the City of Huntington Park hereby authorizes the City Manager to finalize a new compensation plan for Non-Represented Employees substantially in the same form as the revised compensation plan included as Attachment A to this Resolution and approves said Compensation for the period January 1, 2023 through June 30, 2033, incorporated herein by reference.

SECTION 3. This Compensation Plan and Personnel Rules for Non-Represented Employees is effective immediately and shall apply retroactively to January 1, 2023.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Huntington Park at its meeting on this 4th day of April, 2023.

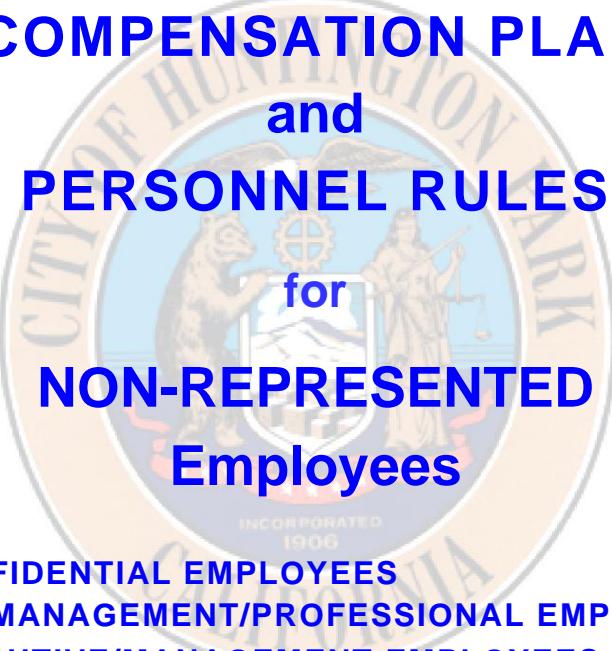
Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT A

DRAFT



**COMPENSATION PLAN
and
PERSONNEL RULES
for
NON-REPRESENTED
Employees**

- **CONFIDENTIAL EMPLOYEES**
- **MID-MANAGEMENT/PROFESSIONAL EMPLOYEES**
- **EXECUTIVE/MANAGEMENT EMPLOYEES**

January 1, 2023 through June 30, 2033

This document is available on the City's website: www.hPCA.gov

LCW_DMS\PERSONAL\ASAFARLOO\10399024.v1-3/5/23

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ARTICLE ONE

**COMPENSATION PLAN AND PERSONNEL RULES
FOR
CITY OF HUNTINGTON PARK, CALIFORNIA
NON-REPRESENTED EMPLOYEES (NON-REP)**

- **CONFIDENTIAL EMPLOYEES**
- **MID-MANAGEMENT/PROFESSIONAL EMPLOYEES**
- **EXECUTIVE MANAGEMENT EMPLOYEES**

ARTICLE ONE:

I. EMPLOYEES IN COMPENSATION PLAN

This Compensation Plan and Personnel Rules, hereinafter called the “PLAN” is made by the City of Huntington Park, California, hereinafter called the “City” for all full-time, salaried, Non-Represented employees of the City. These Non-Represented employees include all employees in the Part-time, Confidential, Mid-Management, and Executive/Management Units.

II. RECOGNITION FULL-TIME NON-REPRESENTED CLASSIFICATIONS

The employee classifications in the Non-Represented Confidential, Mid-Management, and Executive/Management Units are set forth in “Appendix “A”.

III. RECOGNITION PART-TIME ‘HOURLY’ CLASSIFICATIONS

The employee classifications in the Non-Represented Part-Time hourly Units are listed in Appendix “A”.

Commented [1]: Remove part-time/temporary employees and have a separate plan for them.

IV. CERTAIN NON-REP CLASSES – EXEMPT

All Non-Represented full-time salaried employees are considered to be “At-Will” employees and exempt from Civil Service status except as noted in Appendix “A”.

V. NON-REPRESENTED CONTRACT EMPLOYEES

There are certain Non-Represented classes who have a written employment contract approved by City Council which covers their specific wages, hours, terms and conditions of employment. This Compensation Plan and Personnel Rules for Non-Represented employees does not specifically apply to these Non-Represented contract employees unless it is so stipulated in their contract approved by the City Council.

ARTICLE ONE

VI. PART-TIME “HOURLY” CLASSIFICATIONS

A. PART-TIME CLASSES

The part-time hourly classifications are set forth in Appendix “B” are considered to be “At-Will” employees and Exempt from Civil Service status.

B. LIMITATIONS

Part-time hourly employees receive only hourly wages and none of the benefits set forth in this Compensation Plan unless specifically recognized and acknowledged in writing in this document.

ARTICLE TWO

ARTICLE TWO:

SALARIES AND COMPENSATION

I. FIVE STEP SALARY SCHEDULE (See Appendix "B")

Step 1

- a) Shall be the entry level step for new Non-Represented employees in all classifications unless the City Manager approves in writing a different entry level step for that employee.
- b) The City Manager may appoint a Non-Represented employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting. Such appointment shall be made in writing.
- c) A Non-Represented employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2 or the next step as may be applicable.

Step 2

A Non-Represented employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

II. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for Non-Represented employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a Non-Represented classification. No such salary increases are mandated.

ARTICLE TWO

III. COST OF LIVING ADJUSTMENT (“COLA”)

During the 10 year term of this Compensation plan, Non-Represented employees, except for executive staff with contractual agreements with the City, will be granted a COLA to their base salary. The City shall provide the following salary increases :

1. 2.5% COLA increase effective the pay period which includes January 1, 2023;
2. 2% COLA increase effective the pay period which includes July 1, 2023;
3. 2.5% increase every other year (commencing July 1, 2025) for the remainder of the term of this Compensation Plan effective the pay period which includes the July 1 of that year.

IV. TEMPORARY AND PART-TIME EMPLOYEE – BEGINNING HOURLY COMPENSATION AND STEP INCREASES

A. POLICY

1. Employees who are employed on a temporary basis for ninety (90) days or less and employees who are employed on a part-time or hourly basis shall be compensated at a hourly rate equivalent to the range and step to which assigned.
2. Unless otherwise designated, all such hourly employees shall be employed at the minimum step of the range assigned for that classification.

B. ELIGIBILITY

1. Employees temporarily employed for more than ninety (90) days on a full-time basis shall be compensated for their services at the rate designated for regular full-time employees in the same classification, and they shall be eligible for salary increases in the same manner as regular full-time salaried employees.

ARTICLE TWO

C. STEP INCREASE

1. Employees temporarily employed or regularly employed on a recurring, seasonal basis and who complete at least five hundred twenty (520) hours (three months) of continuous full-time employment in each calendar year shall be allowed credit on a prorated basis toward regular step increases.
2. Such credit will be acquired in the same proportion as the actual time worked by such temporary or seasonal employee compared to the time worked by regular forty (40) hours per week full-time salaried employees, but said credit shall in no case exceed that earned by a regular full-time salaried employee on a forty (40) hour per week basis, subject to provision set forth in this section.

V. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the employee's job performance with at least a satisfactory job performance rating.

VI. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All Non-Represented employees exempt from Civil Service status shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the Non-Represented employee's Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the Non-Represented employee with Civil Service status employee's probationary period.

ARTICLE TWO

B. "AT WILL" STATUS

1. During the probationary period, a Non-Represented employee with Civil Service status serves as an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted Non-Represented employee with Civil Service status fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Ordinance No. 1456 and the personnel rules and regulations.

C. PROMOTIONS

Promoted Non-Represented employee with Civil Service status will serve a six (6) month probationary period.

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF SALARY RANGE

In the event the salary range assigned to any classification is reduced, all Non-Represented employees within such classification shall be reassigned to a classification in such lower range which most nearly corresponds to the salary being received by such Non-Represented employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all Non-Represented employees within such classification will be reassigned to the step to which such Non-Represented employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any Non-Represented employee with Civil Service status employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range which is closest to the Non-Represented employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such Non-Represented employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

ARTICLE TWO

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any Non-Represented employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such Non-Represented employee will be eligible for regular step increase for their new classification.

VIII. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases, a Non-Represented employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the Non-Represented employee was on approved Leave of Absence.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for Non-Represented employees serving in that classification.

IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE

1. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

ARTICLE TWO

X. FREQUENCY OF PAYCHECK ISSUANCE

Current Non-Represented employees shall be paid, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the Non-Represented employee.

XI. PAYROLL WITHHOLDING CHANGES

1. Non-Represented employee must submit any changes in payroll withholdings at least thirty (30) calendar days in advance of the implementation or said withholdings.
2. If a Non-Represented employee, due to an emergency situation, requests to have withholding to be effective in less than thirty (30) calendar days, they may appeal to the City Manager who is the City's personnel supervisor, or their designee, who may grant or deny employees request.

XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for Non-Represented employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, Non-Represented employees shall be limited to participation in one (1) plan at a time.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Division.

C. CHANGING YOUR CONTRIBUTION

Non-Represented employees may reduce or increase the amount of their biweekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Division.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

ARTICLE TWO

XIII. ACTING PAY

A. ELIGIBILITY

1. Any Non-Represented employee who is required in writing to, and does act and perform duties included within a unfilled or temporary vacant higher classification and which duties are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the Non-Represented employee must have actually worked in the acting higher classification a minimum of five (5) consecutive days scheduled workdays, including official paid holidays.
3. To be eligible, the Non-Represented employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

B. COMPENSATION

1. A Non-Represented employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a Non-Represented employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A Non-Represented employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time.
4. A Non-Represented employee receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

ARTICLE TWO

C. LIMITATIONS

1. Such out-of-class work shall not exceed six months.
2. Acting assignments are not provisional appointments.

XIV. LONGEVITY PAY

A. PURPOSE

The purpose of the Longevity Pay is to recognize Non-Represented employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park.

B. COMPENSATION

Eligible Non-Represented employees in their respective classification shall receive the following additional longevity compensation above their base top salary per month:

1. Effective July 1, 2009 all eligible Non-Represented employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive **\$300 per month** above their base top salary.
2. Effective July 1, 2009 all eligible Non-Represented employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service would receive **\$600 per month** above their base top salary.
3. For purposes of this section, “consecutive months of City service” shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City.

ARTICLE TWO

XV. BILINGUAL PROGRAM

A. PURPOSE

1. Non-Represented employees, **excluding part-time employees**, that frequently deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected Non-Represented employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Human Resources Division will conduct the proficiency tests, as needed, in designated language as set forth in "A" above.
2. The Human Resources Division will then certify an eligible list of qualified bilingual translators who work in designated eligible bi-lingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

C. COMPENSATION

Eligible certified Non-Represented employees shall receive compensation in the amount of Two Hundred Twenty-Five dollars (\$225.00) dollars per month above their base salary.

ARTICLE TWO

XVI. MINUTE CLERKS

1. Non-Represented employees who are assigned and required to attend meetings of the City Council, or various commissions of the City, as "Minute Clerk" during their normal off duty hours shall be compensated.
2. Such compensation shall be for at least two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

XVII. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. SEVEN (7) DAY WORKWEEK

The workweek for Non-Represented employees who are Non-Exempt from the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORKWEEK FOR EMPLOYEES BEGINNING/ENDING

The seven (7) day workweek shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m.

C. SEVEN (7) DAY WORKWEEK FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided:

5/40 Work Schedule: The 5/40 work schedule shall consist of five work days consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

4/10 Work Schedule: The 4/10 work schedule shall consist of four work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods assigned by management.

ARTICLE THREE

III. WORK SCHEDULES – CITY HALL OPENED MONDAY THROUGH FRIDAY

A. 4/10 WORK SCHEDULE

It is understood by the Non-Represented employees that City Hall will be opened on Fridays, effective September 2008, while employees maintain a 4/10 work schedule (Monday-Thursday or Tuesday-Friday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

B. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE

The Public Works Department and Parks and Recreations will implement a 9/80 work schedule for its employees.

IV. CHANGING OF WORK SCHEDULES

NOTICE TO EMPLOYEES

This shall not preclude, following notification to Non-Represented employees, other work schedules or the changing of the work schedule when the needs of the City so dictate, such as conformance to operational needs of the department or compliance with law. Changed work scheduled will be in the sole discretion of the City.

V. PUNCTUALITY/TARDINESS

A. POLICY

It is a job requirement for all City employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City's work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the City employee assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy.

C. NO USE OF SICK LEAVE TIME BENEFITS

City employees who are "Docked" any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time in increments of 15 minutes or more unless this time is approved in advance by the Department Head..

D. DISCIPLINARY ACTION

If any City employee who is continually tardy (two or more times), as defined in this section, including one (1) minute or more late for his/hers work starting time

ARTICLE THREE

on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy Non-Represented employee.

VI. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any Non-Represented employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate time card sheets.

B. DEFINITION AND ELIGIBILITY

FULL TIME NON-REPRESENTED EMPLOYEES

Non-Represented employees, except all classes that are Executive/Management or contract employees not eligible for over-time, who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 1/2) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as otherwise provided in this article.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a Non-Represented employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the Non-Represented employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per workday.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

E. REGULAR DAY OFF WORKED

Non-Represented employees, except all classes that are Executive/Management, or contract employees, not eligible for overtime, required to work on a regularly

scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

F. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

ARTICLE THREE

G. 9/80 WORK SCHEDULE TIME WORKED

Overtime for Non-Represented employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a Non-Represented employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the Non-Represented employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the Non-Represented employee for the purpose of overtime.

VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

B. ONE DAY TRAVEL TRIPS

One-Day travel time trips for training programs is not counted as time worked, if a Non-Represented employee is traveling to another location such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

ARTICLE THREE

C. OVERNIGHT TRIPS

- 1.** On Overnight Trips the Non-Represented employee's normal hours of work shall exclude meal time and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
- 2.** Any trip or training time is not treated as time worked if all of the following criteria are met:
 - a)** Attendance is outside the employee's normal working hours;
 - b)** Attendance is voluntary;
 - c)** The training course is not directly related to the employee's job; and
 - d)** The employee does not perform any significant job related work while in attendance.
- 3.** If a Non-Represented employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A Non-Represented employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the Non-Represented employee's job.

VIII. BREAK-REST PERIODS WITH PAY FOR EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Non-Represented employees may receive, whenever possible:
 - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

ARTICLE THREE

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by Management.

IX. MEAL TIME-UNPAID/NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the Non-Represented employee.
2. All Non-Represented employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked.

B. MEAL TIME ONE-HALF (1/2) HOUR DURATION

1. The normal unpaid meal time shall be one-half (1/2) hour in duration.
2. In no case will meal time be permitted to exceed one (1) hour, unless approved by management.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Management.
3. All meal time taken is considered non-work time and is unpaid.

ARTICLE THREE

X. CALL BACK PAY (UNSCHEDULED) – CONFIDENTIAL EMPLOYEES ONLY

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty Non-Represented Confidential employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified Non-Represented Confidential employees an equitable distribution of call-back pay within their assigned section.

B. COMPENSATION

Non-Represented Confidential employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of four (4) hours of straight pay at the Non-Represented Confidential employee's regular hourly rate of pay or convert four (4) hours of straight time to Non-Represented Confidential employees Compensatory Time Bank.

Commented [2]: Potential language change:

Unit employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of three (3) hours overtime pay at one and one-half (1.5) times the employee's regular rate of pay, or convert three (3) hours overtime at one and one-half (1.5) times the employee's regular rate of pay to employee's Compensatory Time Bank.

C. LIMITATIONS

1. The four (4) hour minimum shall not apply when a Non-Represented Confidential employee is called in early before the start of their regular assigned shift and the call-back is contiguous with the Non-Represented employee regular work shift.
2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the Non-Represented Confidential employee shall be paid for the actual time worked.

XI. STAND-BY ASSIGNMENT PAY

A. PURPOSE

Public Works Department unit employees shall be entitled to receive additional compensation for their services while assigned to standby assignment only under the following circumstances and subject to the following conditions.

1. **"Standby Duty"** shall mean the assignment by the Department Head of a unit employee during other than his/her regular working hours to be on call and readily available for the performance of emergency work during one (1) or more consecutive "Standby Shifts."
2. **"Weekday Standby Work Shift"** shall mean any unit employee assigned a Standby work shift for any week days, which is Monday, Tuesday, Wednesday, Thursday, or Friday. Each Standby day is 12:00 a.m. through 11:59 p.m. other than his/her regular assigned working hours.
3. **"Weekend Day Standby Shift"** shall mean any unit employee assigned a standby work shift for weekend days which are Saturday 12:00 a.m. to 11:59 p.m. or Sunday 12:00 a.m. through 11:59 p.m.

B. COMPENSATION

1. Compensation for Standby Shift or portion thereof shall be thirty dollars (\$30.00) per each standby shift or portion thereof.
2. Standby Duty — Holiday. Any unit employee who is assigned to standby duty on a recognized City Holiday shall receive standby pay of forty dollars (\$40.00) per Standby Shift on such holiday, in addition to other standby pay provided for in this section.

C. INFORM DEPARTMENT HEADS

1. Each unit employee assigned to standby duty shall provide a contact phone number to keep their Department Head informed as to their whereabouts at all times during such standby assignment.
2. Notice of each standby assignment shall be promptly given to the Department Head.

D. LIMITATIONS

1. Standby assignments will be limited to those public services, which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on standby duty under the conditions described below.
 - a. Unit employees must be available and must respond to any call back while so assigned;
 - b. The consumption of alcoholic beverages during an assigned standby period is prohibited, as is any use of illegal drugs or other incapacitating medication;

- c. Violation of the above shall invalidate the employee's eligibility for standby compensation for that period, in addition to any disciplinary action which is warranted; and
- d. The City may, in its discretion, provide a cell phone or electronic device or other communication device to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage due to negligence will result in employee replacing or paying for the electronic device).

E. NOT ELIGIBLE FOR STANDBY PAY

- 1. It is agreed that other unit employees may have a responsibility to respond if contacted and ordered to respond under the call back provisions of the MOU, but are not required to standby under the terms of this Agreement.
- 2. The use of pagers or cell phones or other communication devices is voluntary unless the employee is placed in standby assignment.

XII. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this document, Management retains the right to determine the assignment of overtime or stand-by to any qualified Non-Represented employee by eligibility and seniority.

ARTICLE THREE

XIII. COMPENSATORY TIME

A. ELIGIBILITY

Non-Represented employees, except Executive/Management employees, may elect to receive compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 1/2) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the Non-Represented employee upon separation from service for any reason.
2. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the Non-Represented employee on the succeeding paycheck.
3. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the Non-Represented employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on an hour for hour basis at the mutual convenience of management and the Non-Represented employee.
3. All compensatory time utilized as paid leave by a Non-Represented employee shall be debited from the Non-Represented employee's compensatory time bank.

D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the Non-Represented employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated unused compensatory time if any, at termination paid straight time at the Non-Represented employee's regular hourly rate of pay.

ARTICLE THREE

XIV. TIME CLOCKS

If Non-Represented employees are required to use time clocks, all their time worked should be recorded by the use of time clock in accordance with established rules. Department heads shall be responsible for instructing their Non-Represented employees in the proper use of time clocks.

ARTICLE FOUR

ARTICLE FOUR:

SUPPLEMENTAL BENEFITS

I. RETIREMENT

A. CalPERS RETIREMENT BENEFITS

of the maximum level of the City's contribution based on the Basic Kaiser Permanente —L.A. Area Region monthly health premium (i.e. Employee The City agrees to provide retirement benefits to eligible classic employees (as defined below in Section B.) under the California Public Employees' Retirement System (CalPERS) as follows.

Government Code Section	Benefit
20042	One Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months. (Not applicable to 2% (4) 62 retirement plan)
7522.32	Three Year Final Compensation: For new PEPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	Prior Service Credit: Unit employees may be eligible to purchase prior service credit.
20124	Military Service Credit as Public Service: Unit employees may elect to purchase up to four (4) years of service credit.
20965	Credit for Unused Sick Leave: Unit employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time.
	Two percent (2%) COLA: Beginning the 2 nd calendar year after the

21329	year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	2% (at 55 for Local Miscellaneous Members): Base retirement plan of two percent (2%) at age 55 for all eligible unit employees. (Employees hired before 12/30/12)
21353	2% (at 60 for Local Miscellaneous Members): Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	2% (at 62 for Local Miscellaneous Members): Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after or had a break in Classic membership of greater than six (6) months.
21551	Death Benefit Continues: Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	Fourth Level of 1959 Survivor Benefit: Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	Retired Death Benefit \$500: Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated beneficiary.
21624 and 21626	Post Retirement Survivor Allowance: Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree.

B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013, new member employees and classic employees receive different benefits. The definitions of "new member" and "classic member" are as follows.

New Member

Government Code section 7522.04(f) defines "new member" as follows:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES

New Miscellaneous (non-sworn) employees hired on or after December 30, 2012, will be enrolled in the base retirement program 2%@60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the City.

CALPERS RETIREMENT BENEFITS FOR MISCELLANEOUS (NON-SWORN) "NEW MEMBERS" AS DEFINED BY THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law in Government Code section 7522.20(a).
2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution (PEPRA Member): Effective January 1, 2013, "new member" employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

New members shall be eligible to receive all other retirement benefits outlined in Section A. above, as allowed by CalPERS.

D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

All Classic Miscellaneous employees shall continue to pay a total of 7% of employee share of CalPERS.

Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

II. NON-SWORN - PARS "0.5% STACK" EFFECTIVE JULY 1, 2010

A. NEW ADDITIONAL RETIREMENT BENEFIT

1. Effective July 1, 2010, the City was authorized to provide a new additional retirement benefit referred to as "PARS 0.5% Stack Plan" through the Public Agency Retirement Services (PARS).
2. Effective January 1, 2013, new PEPRA guidelines prohibit a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the "PARS 0.5% Stack Plan".
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the "PARS 0.5% Stack Plan".
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees' payment to the City for "PARS 0.5% Stack Plan" will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

C. ELIGIBILITY

1. Effective July 1, 2010, all non-sworn unit employees hired prior to January 1, 2013, who have worked full-time for the City for at least five (5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City of Huntington Park.

D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the "PARS 0.5% Stack" Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City "prior" to their retirement shall receive all of their 1.5% salary contribution made for the "PARS 0.5% Stack" benefit plus interest.
3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide full-time Non-Represented employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each Non-Represented employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

C. NON-REPRESENTED EMPLOYEE HIRED ON OR BEFORE OCTOBER 4, 2005

A Non-Represented employee hired or appointed on or before October 4, 2005 and who elects Employee Only or Employee Plus One Dependent will receive the taxable cash (Non-PERSable) value of the difference between the employee's current monthly medical premium paid by the City and the monthly premium amount the City would pay if the employee had Employee Plus Two or more Dependents in the Kaiser Permanente (HMO)-Los Angeles Region Plan monthly medical premium.

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IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A full-time Non-Represented employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT

1. Effective September 1, 2008, all full-time Non-Represented employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired Non-Represented employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired Non-Represented employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. These qualifying requirements shall be waived for Non-Represented employees who retire from City service on an Industrial Disability Retirement.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Eligible Non-Represented employees may elect to discontinue participation in, "opt out," of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a eligible Non-Represented employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a Non-Represented employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Individual coverage; or

ARTICLE FOUR

- One (1) employee may select a plan and list the spouse as a dependent.
- 2. A Non-Represented employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
- 3. Non-Represented employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Eligible Non-Represented employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The Non-Represented employee is not receiving Medicare or Medical
 - b) The Non-Represented employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The Non-Represented employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

C. OPT-OUT CASH VALUE

1. Non-Represented employees electing to opt out will receive the taxable cash (non-PERSable) value of one-half (1/2) of the monthly medical premium rate for which the Non-Represented employee would have qualified had the qualified Non-Represented employee not “Opted-Out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month..

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VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Non-Represented employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for Non-Represented employees upon termination, including retirement, at the end of the month following that after which the Non-Represented employee terminates from employment with the City.

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VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for Non-Represented employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the Non-Represented employee termination from employment with the City.

VIII. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for Non-Represented employees up to two (2) year.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for Non-Represented employees.
2. Long Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible Non-Represented employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The Non-Represented employee must use all their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.

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- 3.** This Long Term Disability Insurance Plan shall cease upon the Non-Represented employee's termination from employment with the City.

IX. VISION CARE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for Non-Represented employees up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the Non-Represented employee termination from employment with the City.

X. CITY RIGHTS – CONTENT AND CONTRACTOR

The City retains the exclusive right to determine the content and contractors for all insurance plans and other benefits.

XI. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All Non-Represented employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

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B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, Non-Represented employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a Non-Represented employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XII. FITNESS FACILITY

The City shall provide Non-Represented employees access to the City's Recreation Center for the use of the facilities at no cost to the Non-Represented employee. Any fees or expenses for class registration or special events will be the responsibility of the Non-Represented employee.

XIII. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

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ARTICLE FIVE:

LEAVE POLICIES

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Effective July 1, 2002, regular full-time Non-Represented employees shall be compensated a total of one hundred twenty (120) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.
3. Holiday time is accrued on the date that each official paid holiday occurs. Holiday time may be used as provided in this section for leave time or otherwise paid-out only after it is accrued and unused on a specific holiday during the fiscal year. k

B. OFFICIAL PAID HOLIDAYS FOR NON-REPRESENTED EMPLOYEES

1. The official paid recognized holidays granted to Non-Represented employees is as follows:

- (1) New Year's Day (January 1)
- (2) Martin Luther King's, Jr. Birthday (3rd Monday in January)
- (3) Presidents Day (3rd Monday in February)
- (4) Cesar Chavez Birthday (March 31)
- (5) Memorial Day (4th Monday in May)
- (6) Independence Day (4th of July)
- (7) Labor Day (1st Monday in September)
- (8) Veterans Day (November 11)
- (9) Thanksgiving Day (4th Thursday in November)
- (10) Day after Thanksgiving
- (11) Christmas Eve (December 24th)
- (12) Christmas Day (December 25th)

- 2.** The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

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C. USE OF HOLIDAY LEAVE

Non-Represented employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the Non-Represented employee.

D. UNUSED HOLIDAY LEAVE

Non-Represented employees unused Holiday Leave Time shall be lost if not taken prior to the last payperiod of each fiscal year (July-June) and shall not be converted to any form of compensation except as covered in Section G below.

E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday respectively.

F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF

When any official Holiday occurs on a Non-Represented employee's regular scheduled day off, the holiday time for that day shall not be deducted from the Non-Represented employee Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the end of that fiscal year (June 30).

G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a Non-Represented employee is required to work on an official holiday, all hours worked shall be paid at the Non-Represented employee regular hourly rate; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank. The City shall pay out the amount of unused Holiday Leave Time during the first pay period in July if an employee who was required to work on an official holiday is not able to use the Holiday Leave Time before the last day of the fiscal year (July-June).

H. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a Non-Represented employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

I. HOLIDAYS AND SICK LEAVE USE

If a Non-Represented employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday **or** immediately after any official holiday, those holiday leave hours [eight (8) for Non-Represented employees on 5/8 work schedule and ten (10) for Non-Represented employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

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J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any Non-Represented employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating Non-Represented employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any Non-Represented employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

K. DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each Non-Represented employee, except those Non-Represented employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 31 (New Year's Eve) or the last working day prior December 31.
2. Only Non-Represented employee actually working on December 31 shall be eligible for this leave.
3. Should a Non-Represented employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

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II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All Non-Represented employees are eligible to earn vacation leave time.
2. Non-Represented employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Non-Represented employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTH EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs + (109 months + thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

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2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. *After a Non-Represented employee accrues twice their annual Vacation Leave Time accrual said Non-Represented employee ceases to accrue Vacation Leave. The affected Non-Represented employee, except Executive/Management employees, will only begin accruing vacation Leave again after their vacation Leave balance is less than twice the annual Vacation Leave accrual.

C. NON-REPRESENTED EXECUTIVE/MANAGEMENT

1. After Non-Represented Executive/Management employees accrue twice their annual Vacation Leave Time, the affected employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing Vacation Leave again after their Vacation Leave balance is less than twice than the annual Vacation Leave accrual.
2. Effective July 1, 2009, all Non-Represented Executive/Management employees who have utilized at least forty (40) hours of Vacation Leave in the past twelve (12) months of the Fiscal Year may with the approval of the City Manager or designee cash-out up to forty (40) hours of accumulated unused Vacation at the employees hourly rate of pay at the end of the Fiscal Year.

Commented [4]: Language to be updated for cash out to be decided in advance for each year.

D. NON-REPRESENTED PART-TIME/HOURLY EMPLOYEES-VACATION LEAVE BENEFITS

1. Non-Represented employees working on a part-time or hourly basis of less than forty (40) hours per week and who work at least an average of twenty (20) hours per week and at least one-thousand (1,000) hours in any one fiscal year shall be allowed prorated share of vacation allowed forty (40) hour full-time salaried employees as their actual time worked bears to forty (40) hours per week and receive during said vacation accumulation period the same amount of wages or salary that they would have earned had they worked regular hours or time during their vacation period.
2. Part-time employees shall not be granted such vacation credits until after six (6) months of continuous full-time salaried employment or until after one (1) year of continuous one-half part-time (20 hours or more per week) employment.
3. Seasonal or temporary employees who work less than six (6) months of continuous service of less than an average of twenty (20) hours per week in any one year shall not earn vacation credit.

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E. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve Non-Represented employee Vacation Leave request with due regard to the service needs of the City and the personal need of the Non-Represented employee.

F. NO VACATION TAKEN PRIOR TO ACCRUED

1. Non-Represented employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the Non-Represented employee has accumulated Vacation Leave Time.

G. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the Non-Represented employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Non-Represented employees do not accrue vacation leave while on unpaid leave in excess of thirty (30) calendar days.
3. A Non-Represented employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

H.

I. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

Where a Non-Represented employee will otherwise exceed the cap on accrued vacation leave time, the City Manager may grant Vacation Cash-Out in lieu of

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vacation time in case of any circumstance or conditions where in the judgement of the City Manager justifies such action. The City Manager may grant this option up to six months after the Non-Represented employee exceeds his or her vacation cap without any loss of accrued time where the employee was serving in an acting capacity, performed substantial job duties outside of his or her class specification for at least six months, and a shortage of staff in his or her department resulted in the Non-Represented employee being unable to take vacation.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right which a City employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the Non-Represented employee or illness or injury of a member of the Non-Represented employee's immediate family requiring the Non-Represented employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, stepmother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the Non-Represented employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a Non-Represented employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

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B. SICK LEAVE ACCRUAL RATE

1. Each eligible Non-Represented employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a Non-Represented employee may accumulate with the City.
4. A Non-Represented employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

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D. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the Non-Represented employee's regular rate of pay in effect on June 30th.
2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a Non-Represented employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the Non-Represented employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a Non-Represented employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If an Non-Represented employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

E. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave an employee (or someone on the Non-Represented employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the Non-Represented employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the Non-Represented employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A Non-Represented employee may use accrued sick leave for the actual number of hours of the regular work period that the Non-Represented employee is absent due to illness or injury.

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F. ABUSE OF SICK LEAVE

1. A Non-Represented employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a Non-Represented employee's use of sick leave when the Non-Represented employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a Non-Represented employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the Non-Represented employee's earned vacation credits, holiday bank, and/or compensatory time bank.

G. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A Non-Represented employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the Non-Represented employee is fit to return with or without limitations.

H. EXCESSIVE USE OR ABUSE OF SICK LEAVE

1. A Non-Represented employee shall be subject to disciplinary action for excessive or abuse of sick leave or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the Non-Represented employee does not meet the requirements of sick leave as set forth in this Plan, Civil Service Rules and Regulations, or Personnel or Department Rules.
2. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as Abuse of Sick Leave.
3. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, then a deduction of said Sick Leave time taken shall be made from the Non-Represented employee's earned vacation credits, holiday bank, and/or compensatory time bank.

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IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT

A. ELIGIBILITY

All Non-Represented Executive/Management employees so designated in Appendix "A" shall be eligible for up to forty (40) hours of Administrative Leave each fiscal year.

B. LIMITATIONS

1. Administrative Leave shall not accrue past the maximum.
2. Unused Administrative Leave shall be paid out at the end of each fiscal year (July 1 – June 30).

V. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay be used by each Non-Represented employee for personal business days as part of the Non-Represented employee's accrual.

B. NON-REPRESENTED PART-TIME HOURLY EMPLOYEES – PERSONAL BUSINESS LEAVE

1. Part-time hourly employees shall be eligible for prorate Personal Business Leave. In order to be compensated while absent on Personal Business Leave the employee must notify his/her department head or immediate supervisor twenty-four (24) hours in advance, provided, however that such notice shall not be required in an emergency situation.
2. However, the part-time hourly employee shall notify his/her department head or immediate supervisor within two (2) hours after the beginning of his/her shift.
3. All Personal Business Leave requires the department head or immediate supervisor's approval.

C. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the Non-Represented employee must notify his/her department head or designee

ARTICLE FIVE

at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation.

2. Where it is impractical under emergency circumstances to give 24-hour notice, the Non-Represented employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shifts.
3. All Personal Business Leave requires the department head or designee's approval.

D. LIMITATIONS

1. Personal Business Leave shall be charged to the Non-Represented employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the Non-Represented employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

VI. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a Non-Represented employee, payment shall be made on the fourth (4th) day after the injured Non-Represented employee leaves work as a result of the injury; provided, that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured Non-Represented employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible Non-Represented employee full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

ARTICLE FIVE

B. USE OF SICK LEAVE

Beginning with the thirty-first (31) calendar day of such disability, the Non-Represented employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

VII. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever an Non-Represented employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such Non-Represented employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

VIII.

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E.

IX. BEREAVEMENT LEAVE

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a Non-Represented employee, who has been employed with the City for 30 or greater days. Such Non-Represented employee shall be entitled to be absent from duty with pay at the Non-Represented employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed five (5) working days and will not be

ARTICLE FIVE

charged to an employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, parent-in-law, brother, sister, husband, wife child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

X. JURY DUTY

A. POLICY

1. A Non-Represented employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. Jury service required on a Non-Represented employee's off duty day is not compensable by the City, and the Non-Represented employee may retain jury compensation for such days.
3. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
4. Non-Represented employees shall be responsible for providing proof of jury service upon his/her return to work.

ARTICLE FIVE

F. USE OF ACCRUALS WHILE ON FMLA

1. The Non-Represented employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

XV. VOTING LEAVE

1. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.

ARTICLE FIVE

2. Non-Represented employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
3. Any Non-Represented employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

ARTICLE FIVE

XVII. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in his/her discretion and upon recommendation of the department head, grant a leave of absence to any Non-Represented employee who has been employed by the City regularly for one (1) year or more.
2. Any such Non-Represented employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

XVIII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a Non-Represented employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A Non-Represented employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence and whose absence will cause disruption of any City services, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
2. The Non-Represented employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

ARTICLE FIVE

3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The Non-Represented employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

Commented [5]: To develop stand alone policy

ARTICLE SIX

ARTICLE SIX:
WORKING CONDITIONS

I.

II.

IV.

Non-Rep Compensation Plan 2023-2033

Page 54

ARTICLE SIX

V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

Should a Non-Represented employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

B. USE OF ACCUMULATED LEAVE

Non-Represented employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration in accordance with the Vacation, Holiday, or Compensatory Time policies.

C. NO USE OF SICK LEAVE

No Non-Represented employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

VI. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all Non-Represented employees.

VII. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this Compensation Plan.

B. SUBJECTS

Those Administrative Policies which currently are being utilized by the City include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Cellular Phone/Pager Policy
- AQMD Trip Incentive Program

ARTICLE SIX

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future.

APPENDIX "A"

Accounting Manager
Accounting Supervisor
Administrative Analyst
Administrative Assistant
Administrative Clerk
Administrative Specialist
Assistant City Manager
Building Official
Business Improvement District Manager
Chief of Police
City Clerk
City Manager
Code Enforcement Manager
Community Service Supervisor
Deputy City Clerk
Director of Communications & Comm Relations
Director of Community Development
Director of Finance & Administrative Services
Director of Human Resources
Director of Parks & Recreation
Director of Public Works/City Engineer
Economic Development Manager
Executive Assistant to City Manager
Finance Manager
Fleet Street Manager
Housing and Community Development Manager
Human Resources Assistant

Human Resources Manager
Human Resources Supervisor
Human Resources Technician
Information Technology Supervisor
Interim Director of Community Development
Junior Deputy Clerk
Management Analyst
Planning Manager
Police Administration Manager
Police Captain
Police Lieutenant
Police Management Analyst
Police Records Manager
Police Records Supervisor
Project Manager
Public Safety Officer
Public Works Superintendent
Recreation Specialist
Recreation Coordinator
Recreation Supervisor
Redevelopment Project Manager
Revenue Collections Supervisor
Risk Management Analyst
Senior Deputy City Clerk
Senior Management Analyst
Senior Recreation Supervisor

APPENDIX "B"

Assistant Recreation Leader

Graduate Management Intern

Planning Intern

Police Cadet

Police Recruit

Recreation Leader

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
CONFIDENTIAL
SALARY SCHEDULE "D2"**

Effective Date: 01/01/23

CLASSIFICATION	Salary Grid	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Specialist	111	Hrly. Mo.	18.5449 3,214	19.5209 3,384	20.5483 3,562	21.6298 3,749	22.7682 3,946
Administrative Clerk	111	Hrly. Mo.	18.5449 3,214	19.5209 3,384	20.5483 3,562	21.6298 3,749	22.7682 3,946
Public Safety Officer	111	Hrly. Mo.	18.5449 3,214	19.5209 3,384	20.5483 3,562	21.6298 3,749	22.7682 3,946
Junior Deputy Clerk	128	Hrly. Mo.	21.9628 3,807	23.1187 4,007	24.3354 4,218	25.6163 4,440	26.9645 4,674
Administrative Assistant	143	Hrly. Mo.	25.4980 4,420	26.8400 4,652	28.2527 4,897	29.7397 5,155	31.3049 5,426
Human Resources Assistant	144	Hrly. Mo.	25.7530 4,464	27.1085 4,699	28.5353 4,946	30.0370 5,206	31.6181 5,480
Deputy City Clerk	150	Hrly. Mo.	26.5411 4,600	27.9380 4,843	29.4085 5,097	30.9562 5,366	32.5856 5,648
Executive Assistant to City Manager	155	Hrly. Mo.	28.7318 4,980	30.2441 5,242	31.8358 5,518	33.5115 5,809	35.2752 6,114
Senior Deputy City Clerk	160	Hrly. Mo.	29.3180 5,082	30.8610 5,349	32.4852 5,631	34.1950 5,927	35.9947 6,239

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
PROFESSIONAL/MID-MANAGEMENT
SALARY SCHEDULE "D3"**
Effective Date: 01/01/23

CLASSIFICATION	Salary Grid	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Coordinator	124	Hrly. Mo.	21.1058 3,658	22.2166 3,851	23.3859 4,054	24.6167 4,267	25.9123 4,491
Recreation Supervisor	152	Hrly. Mo.	27.8869 4,834	29.3546 5,088	30.8995 5,356	32.5258 5,638	34.2378 5,935
Community Service Supervisor	152	Hrly. Mo.	27.8869 4,834	29.3546 5,088	30.8995 5,356	32.5258 5,638	34.2378 5,935
Administrative Analyst	153	Hrly. Mo.	28.1658 4,882	29.6481 5,139	31.2086 5,409	32.8511 5,694	34.5801 5,994
Management Analyst	163	Hrly. Mo.	31.1125 5,393	32.7500 5,677	34.4736 5,975	36.2881 6,290	38.1980 6,621
Police Records Supervisor	168	Hrly. Mo.	34.3454 5,953	36.1520 6,266	38.0535 6,596	40.0552 6,943	42.1620 7,308
Senior Management Analyst	174	Hrly. Mo.	33.7002 5,841	35.4739 6,149	37.3410 6,472	39.3063 6,813	41.3750 7,172
Code Enforcement Manager	183	Hrly. Mo.	40.6689 7,049	42.8081 7,420	45.0598 7,810	47.4299 8,221	49.9248 8,654
Project Manager	184	Hrly. Mo.	38.7273 6,713	40.7644 7,066	42.9086 7,437	45.1655 7,829	47.5412 8,240
Fleet Street Manager	186	Hrly. Mo.	42.5594 7,377	44.7980 7,765	47.1544 8,173	49.6347 8,603	52.2505 9,057
Human Resources Supervisor	192	Hrly. Mo.	40.3104 6,987	42.4320 7,355	44.6653 7,742	47.0160 8,149	49.4906 8,578
Finance Manager	193	Hrly. Mo.	47.3001 8,199	49.7880 8,630	52.4069 9,084	55.1635 9,562	58.0651 10,065
Planning Manager	204	Hrly. Mo.	46.7854 8,109	49.2479 8,536	51.8399 8,986	54.5682 9,458	57.4403 9,956
Police Administration Manager	207	Hrly. Mo.	51.6068 8,945	54.3211 9,416	57.1772 9,911	60.1872 10,432	63.3509 10,981
Police Captain	228	Hrly. Mo.	64.7110 11,217	68.1148 11,807	71.6976 12,428	75.4689 13,081	79.4386 13,769

CITY OF HUNTINGTON PARK
NON-REPRESENTED
EXECUTIVE/MANAGEMENT
SALARY SCHEDULE "D4" CONTRACTED
Effective Date: 01/01/23

CLASSIFICATION	Salary Grid	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
City Clerk*	188	Hrly. Mo.	61.6006 10,677				
Director of Human Resources	204	Hrly. Mo.	57.7703 10,014				
Director of Community Development*	26A	Hrly. Mo.	79.8077 13,833				
Director of Communications & Comm Relations*	213	Hrly. Mo.	71.4544 12,385				
Director of Parks & Recreation*	21A	Hrly. Mo.	74.5193 12,917				
Director of Public Works/City Engineer*	230	Hrly. Mo.	79.2308 13,733				
Assistant City Manager*	235	Hrly. Mo.	83.7495 14,517				
Chief of Police*	24A	Hrly. Mo.	91.3462 15,833				
Director of Finance & Administrative Services*	250	Hrly. Mo.	87.9568 15,246				
City Manager*	27C	Hrly. Mo.	100.9616 17,500				

*Under Contract

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
PART-TIME/EXEMPT
SALARY SCHEDULE "D-5"**

As of 1/1/2022 (Minimum Wage Change)

CLASSIFICATION	Salary Grid	Hourly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Recreation Leader	81	15.0323	15.8230	16.6553	17.5314	18.4536
Police Cadet	87	16.8954	17.7841	18.7195	19.7041	20.7405
Recreation Leader	88	17.7479	18.6814	19.6640	20.6983	21.7870
Graduate Management Intern	104	18.5849	19.5625	20.5915	21.6746	22.8147
Police Recruit	111	18.0926	19.0448	20.0471	21.1022	22.2129
General Laborer	115	18.2788	19.2408	20.2535	21.3195	22.4416



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

April 4, 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 TO ACCEPT REIMBUSHABLE GRANT FUNDING IN THE AMOUNT OF \$80,000.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2021 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THE CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$80,000.00; and
2. Approve a budget appropriation in the amount of \$80,000.00 for the purchase and installation of security cameras for the police facility; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to administer and complete the security camera project.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$80,000.00.

The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent,

CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$80,000 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2021 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

April 4, 2023

Page 2 of 3

respond to, and recover from threats or acts of terrorism or other hostile criminal acts. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

The Police Department specifically applied for these grant funds under Investment Justification: "Enhance the Protection of Soft Targets / Crowded Places," in order to continue improving equipment associated with security of the police facility. The project will include the purchase of closed-circuit television (CCTV) cameras, hardware, software and installation of 12 CCTV cameras and associated equipment.

The grant award does allow for relative modifications to the desired method the Police Department wishes to expend grant funds, provided the modifications are approved by CalOES prior to funds being expended. Irrespective of the method the grant funds are expended, the total amount shall not exceed the awarded \$80,000.00. Should expenditures exceed the awarded amount, the City will be required to utilize General Fund monies to cover any excess amount.

The performance period for this grant award will expire May 31, 2024.

FISCAL IMPACT/FINANCING

No matching funds are required to receive this grant award. The County of Los Angeles provides reimbursement of funds as expenditures are incurred by the City and reimbursement documentation is provided to, and approved by, the County of Los Angeles, in accordance with the expenditure and reimbursement guidelines of the Agreement.

It is recommended that City Council approve and increase estimated revenues in the amount of \$80,000.00. This project has been designated Project Code PD23-02 by the Finance Department for accounting and audit purpose.

LEGAL AND PROGRAM REQUIREMENTS

Reference the Agreement included with this report for legal and program requirements associated with the acceptance of these grant funds.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT
OF \$80,000 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM
SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2021 BETWEEN THE COUNTY
OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

April 4, 2023

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RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Agreement between the County of Los Angeles and City of Huntington Park

ATTACHMENT "A"

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2021***

***Between the
County of Los Angeles
and the
City of Huntington Park***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF HUNTINGTON PARK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Huntington Park, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2021 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 27, 2021 with a performance period of September 1, 2021 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #KU76QNJGYFF6, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of \$10,192,647.00; and

WHEREAS, the CEO now wishes to distribute 2021 SHSP grant funds to the Subrecipient in the amount of \$80,000.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Huntington Park, a public agency, having its principal office at 6550 Miles Avenue, Huntington Park, CA 90255.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Ricardo Reyes, City Manager
Organizational UEI Number:	NPKFKTS9QQD6
Address:	6550 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-584-6222
FAX:	323-588-4577
Email:	rreyes@hpcagov

With a copy to:

Name and Title:	Cosme Lozano, Chief of Police
Address:	6542 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-826-6629
FAX:	
Email:	clozano@hppolice.org

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2021 to February 28, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter “Budget,” for the 2021 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2021 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2021 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$80,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2021 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem

costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient,

that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY

FESIA A. DAVENPORT
Chief Executive Officer

Date

BY

CELIA ZAVALA
Executive Officer, Board of Supervisors

BY

ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
Acting County Counsel

BY

Deputy County Counsel

CITY OF HUNTINGTON PARK

BY

City Representative/Title (Signature)

(Print Name)

Date

APPROVED AS TO FORM

BY

City Attorney (Signature)

(Print Name)

Date

ATTEST

BY

City Clerk (Signature)

(Print Name)

Date

ITEM 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 4, 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 LEAD AND COPPER RULE SERVICE LINE INVENTORY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal from qualified firms to inventory the City's water lines (public and private) for lead and copper as mandated by the United States Environmental Protection Agency.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The United States Environmental Protection Agency (U.S. EPA) published the Lead and Copper Rule Revisions (LCRR) in January 2021, which requires all water systems to submit a service line inventory to the Department of Environmental Protection (DEP) by October 16, 2024. The State Water Resources Control Board, through the Division of Drinking Water (DDW), enforces the California Lead and Copper Rule (LCR), which is aligned with the U.S. EPA's LCR. The CA LCR protects the public's drinking water from metals that can adversely affect public health by requiring water systems to monitor lead and copper levels at the consumers' taps. If action levels for lead or copper are exceeded, installation or modifications to corrosion control treatment is required. If the action level for lead is exceeded, public notification is required.

Inventorying the system helps protect the health and wellness of our community by identifying the lead and copper levels in drinking water, primarily by reducing water corrosivity. Lead and copper enter drinking water mainly from corrosion of plumbing

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY

April 4, 2023

Page 2 of 3

materials. Support from a third-party vendor is necessary to accomplish the inventory of the system. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide the prescribed services.

The following is a tentative schedule:

RFP ISSUED	April 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 4, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 17, 2023
TENTATIVE CITY COUNCIL AWARD DATE	June 6, 2023
APPROXIMATE NOTICE TO PROCEED DATE	June 12, 2023
COMPLETION OF INVENTORY	February 29, 2024

LEGAL REQUIREMENT

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 tasks required from the third-party vendor. 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

The water fund will be used for the inventory of lead and copper in the water system. At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform this service. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE LEAD AND
COPPER RULE SERVICE LINE INVENTORY**

April 4, 2023

Page 3 of 3

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Lead and Copper Rule Inventory - RFP

ATTACHMENT "A"



CITY OF HUNTINGTON PARK REQUEST FOR PROPOSAL FOR LEAD AND COPPER RULE REVISIONS SERVICE LINE INVENTORY

PROPOSAL DUE DATE: MAY 17, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpc.ca.gov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants to inventory the water meters for lead and copper on the private and public sides. This work complies with the federally revised Lead and Copper Rule (LCRR) as described in this Request for Proposals (RFP).

2. OVERVIEW

The United States Environmental Protection Agency (U.S. EPA) published the Lead and Copper Rule Revisions (LCRR) in January 2021, which requires all water systems to submit a service line inventory to the Department of Environmental Protection (DEP) by October 16, 2024. The State Water Resources Control Board, through the Division of Drinking Water (DDW), enforces the California Lead and Copper Rule (LCR), which is aligned with the U.S. EPA's LCR. The CA LCR protects the public's drinking water from metals that can adversely affect public health by requiring water systems to monitor lead and copper levels at the consumers' taps. If action levels for lead or copper are exceeded, installation or modifications to corrosion control treatment is required. If the action level for lead is exceeded, public notification is required.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the **Lead and Copper Rule Revisions Inventory**. The consultant applying should have significant experience in preparing the inventory based on the California Water Boards requirements: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/leadandcopperrule.html

- The City reserves the right to delete specific task(s).
 - A. Task 1 – Inventory
- 5700 water utility services.
- Provide technical guidance related to the development of the service line material inventory, which may include understanding of the regulatory requirements, recommendations for tools that can be used to develop the inventory, records review of existing service line inventory material (Excel format) and field service line material identification training documents.
- Approach for compliance with the LSLR plan and the customer tap sampling plan requirements in accordance with any EPA or DDW guidance documents.
- An assessment and recommendations of potential actions the City may need to undertake following the October 16, 2024 compliance data.

B. Task 2 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services in compliance with the California Water Boards requirements:
https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/leadandcopper_rule.html
- 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.
- Minimum number of Meetings:
 - 4 - Scoping/Kick off

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 conducting the inventory. 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.

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 2 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 2, 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 "**Lead and Copper Rule Revisions Inventory**" 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.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 27, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, May 4, 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 17, 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 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 4, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 17, 2023
TENTATIVE CITY COUNCIL AWARD DATE	June 6, 2023
APPROXIMATE NOTICE TO PROCEED DATE	June 12, 2023
COMPLETION OF INVENTORY	February 29, 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



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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



Request for Proposal

Lead and Copper Rule Revisions Inventory

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SUBJECT TO CHANGE ACCORDING TO EVENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

ITEM 7

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



April 4, 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 SUBMIT AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit an Energy Efficiency and Conservation Block Grant funding application to the State of California Department of Energy; and
2. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Government has goals for state and local governments to implement high-impact, self-sustaining clean energy projects that center the needs of low-income and Disadvantaged Communities. The Department of Energy (DOE) introduced the Energy Efficiency and Conservation Block Grant (EECBG) in an effort to entice public, non-profits, and other governmental entities to advance these goals and build clean energy economies that focus on achieving net-zero emissions by 2050.

The City has two options with respect to this process; one being a grant application and the other a voucher. The first option is to submit an EECBG Program Formula Application and receive funds as a grant to utilize on the energy efficiency audit. The second option is that in lieu of a grant, the City can opt-in and apply for a voucher, which covers a suite of technical assistance services.

Staff recommends the second option because it is particularly beneficial due to our limited staff resources and small award amount (\$115,290). This option becomes more manageable with respect to administrative reporting requirements.

The voucher provides the City with technical assistance for the following:

CONSIDERATION AND APPROVAL TO SUBMIT AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

April 4, 2023

Page 2 of 2

- Policy, Planning & Program Design
- Building Retrofits Planning and Design
- Engineering and Modeling
- Community and Stakeholder Engagement
- Program Administration and Implementation Support

There is only one application period. All applicants must submit a Pre-Award Information Sheet (Attachment 1) by April 28, 2023 to be considered for funding. Staff recommends submittal of the voucher application by the deadline in order to obtain funds.

FISCAL IMPACT/FINANCING

The City is slated to receive \$115,290 for technical assistance services based on population.

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. EECBG Pre-Award Information Sheet

ATTACHMENT "A"



SCEP

STATE & COMMUNITY ENERGY PROGRAMS

EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. ECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. ECBG Program recipients choosing a voucher may skip sections 4 through 7.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:		Award Number:	
UEI:		DUNS (if applicable):	
Business Officer:		BO Phone Number/Email:	
Principal Investigator (PI):		PI Phone Number/Email:	

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	
City:	
State:	
Zip:	
Congressional District(s):	

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their ECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) [response to this question is non-binding]

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES (*All recipients*)

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
 - Yes
 - No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
 - Yes
 - No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
 - Yes
 - No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
 - Yes
 - No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
 - Yes
 - No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

1 For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

2 For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

- Yes
- No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

- Yes
- No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

- No
- Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

C. **Organizational Conflicts of Interest**³. The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

- No
- Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

SECTION 4: PAYMENT INFORMATION (Grant recipients only)

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

1) ASAP Number:
2) ASAP/Payments Contact Person:
3) The preferred payment method is:

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST (Grant recipients only)

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. Yes No

b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact: _____

Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____

Point of Contact: _____

Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (Grant recipients only)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Identification and accumulation of direct costs by project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accumulation of costs under general ledger control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the Accounting System currently in full operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 7: REPRESENTATION/CERTIFICATION (Grant recipients only)

Certification of the information is required by the organization's authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title: _____

Signature of Authorized Official: _____

Date: _____

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

ITEM 8

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



April 4, 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 OF AWARD OF A PROPOSAL TO RESURFACE THE OUTDOOR BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK OUTDOOR BASKETBALL COURT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a contract to Ferandell Tennis Courts, Inc. (Attachment 1) for a not-to-exceed amount of \$59,550;
2. Authorize the appropriation of the entire State of California Department of Parks and Recreation grant amount of \$74,346.95 into Account No. _____ as City staff seeks reimbursement of State funds as work progresses (Attachment 2);
3. Authorize staff to utilize the remaining balance of \$14,796.95 to purchase three water efficient drinking fountains and benches adjacent to the courts; and
4. Authorize the City Manager to execute the proposal contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the February 7, 2023 City Council meeting, the City Council authorized staff to solicit proposals to rehabilitate the outdoor basketball courts at Salt Lake Park. Parks & Recreation is the recipient of grant funds from the State of California Department of Parks and Recreation, Divisions of Boating and Waterways, Historic Preservation and Off-Highway Vehicles (State). Improvements surrounding the outdoor basketball court include renovation of the courts and construction of minor improvements; including the installation of three water-efficient drinking fountains and park benches adjacent to the courts.

CONSIDERATION AND APPROVAL OF AWARD OF A PROPOSAL TO RESURFACE THE OUTDOOR BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK OUTDOOR BASKETBALL COURT

April 4, 2023

Page 2 of 3

The Request for Proposal (RFP) was published on February 10, 2023. The City received two proposals from Ferandell Tennis Courts, Inc. and Pacific Tennis Courts, Inc. The following is a tabulation of their cost proposals:

1. Ferandell Tennis Courts, Inc.	\$59,550
2. Pacific Tennis Courts, Inc.	\$75,000

Ferandell Tennis Courts, Inc. has significant experience, understands the scope of work and proposed method to accomplish the work. Contractor is qualified and is readily available to provide the services required. Based on the need to commence and complete the project in a timely manner, it is staff's recommendation to award the contract to Ferandell Tennis Courts, Inc.

LEGAL REQUIREMENT

The proposed work is classified as "maintenance work" and not considered a "public project" under Public Code Sections 20161(c) and 22002(d), therefore formal bidding is not required. This action is also consistent with Huntington Park Municipal Code Title 2 Administration Chapter 5 Purchasing System 2-5.12 Formal bid procedures.

FISCAL IMPACT/FINANCING

The City was awarded \$74,346.95 from the State for the renovation of the outdoor basketball courts and construction of minor improvements. The cost of the entire project, including the grant amount was estimated at \$118,955.

Ferandell Tennis Courts, Inc. submitted a competitive cost proposal and in accordance with the requirements stipulated in the RFP. Staff recommends the award of the proposal contract to Ferandell Tennis Courts, Inc. for a not-to-exceed amount of \$59,550. Request the appropriation of general funds to cover the full grant fund amount of \$74,346.95, payable from Account No. _____ with the understanding that Parks & Recreation staff will seek reimbursement from the State as work progresses. Additionally, authorize staff to utilize the remaining balance of \$14,796.95 to purchase three water efficient drinking fountains and benches adjacent to the courts.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

**CONSIDERATION AND APPROVAL OF AWARD OF A PROPOSAL TO RESURFACE
THE OUTDOOR BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE
PARK OUTDOOR BASKETBALL COURT**

April 4, 2023

Page 3 of 3

City Manager

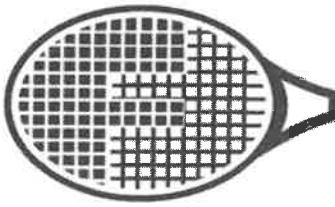


CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Ferandell Tennis Courts, Inc. Proposal Contract
2. Grant Award Budget
3. Pacific Tennis Courts, Inc. Proposal Contract

ATTACHMENT "A"



FERANDELL
TENNIS COURTS INC.

(800) 900-1344

Contractor's License #603945 (A&B)
DIR Registration #1000004786

Corporate: 3216 Grey Hawk Ct., Carlsbad CA 92010 • Ph: (858) 350-3444 • Fx: (858) 350-3488
Los Angeles: 25358 Avenida Ronada, Valencia CA 91355 • Ph: (818) 383-1793 • Fx: (858) 350-3488

PROPOSAL/CONTRACT #LA23350

This contract is entered into this 26th day of March, 2023 by and between FERANDELL TENNIS COURTS, INC. (hereinafter FTC) and CITY OF HUNTINGTON PARK, 6900 Bissell Street, Huntington Park, CA 90255 (hereinafter CLIENT.)

Attn: Mario Lopez,
Public Works Supervisor
Email: mlopez@h pca.gov

Phone: (323) 584-6214
(323) 447-6115

FTC AND CLIENT AGREE AS FOLLOWS:

FTC shall furnish the following submitted specifications and costs, all material, labor, equipment, transportation and perform all work necessary for the following at Salt Lake Park, 3401 Florence Ave, Huntington Park, CA 90255.
INCLUDES PREVAILING WAGE.

1) RESURFACE FOUR BASKETBALL COURTS – (APPROX 90' X 56' EA.)

- a) FTC to pressure wash/clean courts. *Note: It will not remove all the surface from the court.*
- b) FTC to patch all cracks using court patch binder and grind or sand flush with slab. *Note: cracks will re-appear due to contraction, expansion, and other existing conditions.*
- c) FTC to remove all existing caulking (approx.. 1200'), clean joint and re-caulk with elastomeric caulking material. Note, acrylic color/paint may crack, as it does not flex at the same rate as caulking material.
- d) FTC to surface playing area with the SportMaster "acrylic system" for true ball bounce. *Note: squeegee marks may be evident, but will fade with wear and exposure to elements.*
 - FTC to apply one (1) coat of acrylic resurfacer, giving surface a smooth, even, uniform finish.
 - FTC to apply two (2) coats of sand filled acrylic color for court speed S M F. *(select one)*
- Court Colors SportMaster: Playing Area - _____ Perimeter - _____ Keys - _____
 - FTC to stripe basketball courts, utilizing line primer for sharper edges, as per current California High School specifications, color white.
- e) CLIENT is responsible for access to work area, water and power.

EXCLUSIONS: Bonds, Mock-up samples, Drainage, Lights, Fencing, Basketball Equipment, Benches.

****RESURFACE BASKETBALL COURTS** **\$ 39,750.00****

initial

2) RESURFACE TWO VOLLEYBALL COURTS – (APPROX 90' X 56' EA.)

- a) FTC to pressure wash/clean courts. *Note: It will not remove all the surface from the court.*
- b) FTC to patch all cracks using court patch binder and grind or sand flush with slab. *Note: cracks will re-appear due to contraction, expansion, and other existing conditions.*
- c) FTC to remove all existing caulking (approx.. 600'), clean joint and re-caulk with elastomeric caulking material. Note, acrylic color/paint may crack, as it does not flex at the same rate as caulking material.
- d) FTC to surface playing area with the SportMaster "acrylic system" for true ball bounce. *Note: squeegee marks may be evident, but will fade with wear and exposure to elements.*
 - FTC to apply one (1) coat of acrylic resurfacer, giving surface a smooth, even, uniform finish.
 - FTC to apply two (2) coats of sand filled acrylic color for court speed S M F. *(select one)*

- Court Colors *SportMaster*: Playing Area - _____ Perimeter - _____
- FTC to stripe volleyball courts, utilizing line primer for sharper edges, as per current California High School specifications, color white.

e) CLIENT is responsible for access to work area, water and power.

EXCLUSIONS: Bonds, Mock-up samples, Drainage, Lights, Fencing, Basketball Equipment, Benches.

****RESURFACE VOLLEYBALL COURTS** **\$ 19,800.00****

initial _____

The provisions set forth upon the second page hereof and any other attached pages hereto are hereby incorporated in and made a part of this **CONTRACT**.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board, 1020 N. St., Sacramento, CA 95814.

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** the day and year set forth below

CLIENT

Dated: _____

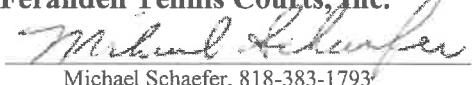
By: _____

By: _____

FTC

Dated: March 26, 2023 _____

By: **Ferandell Tennis Courts, Inc.**

By: 

Michael Schaefer, 818-383-1793

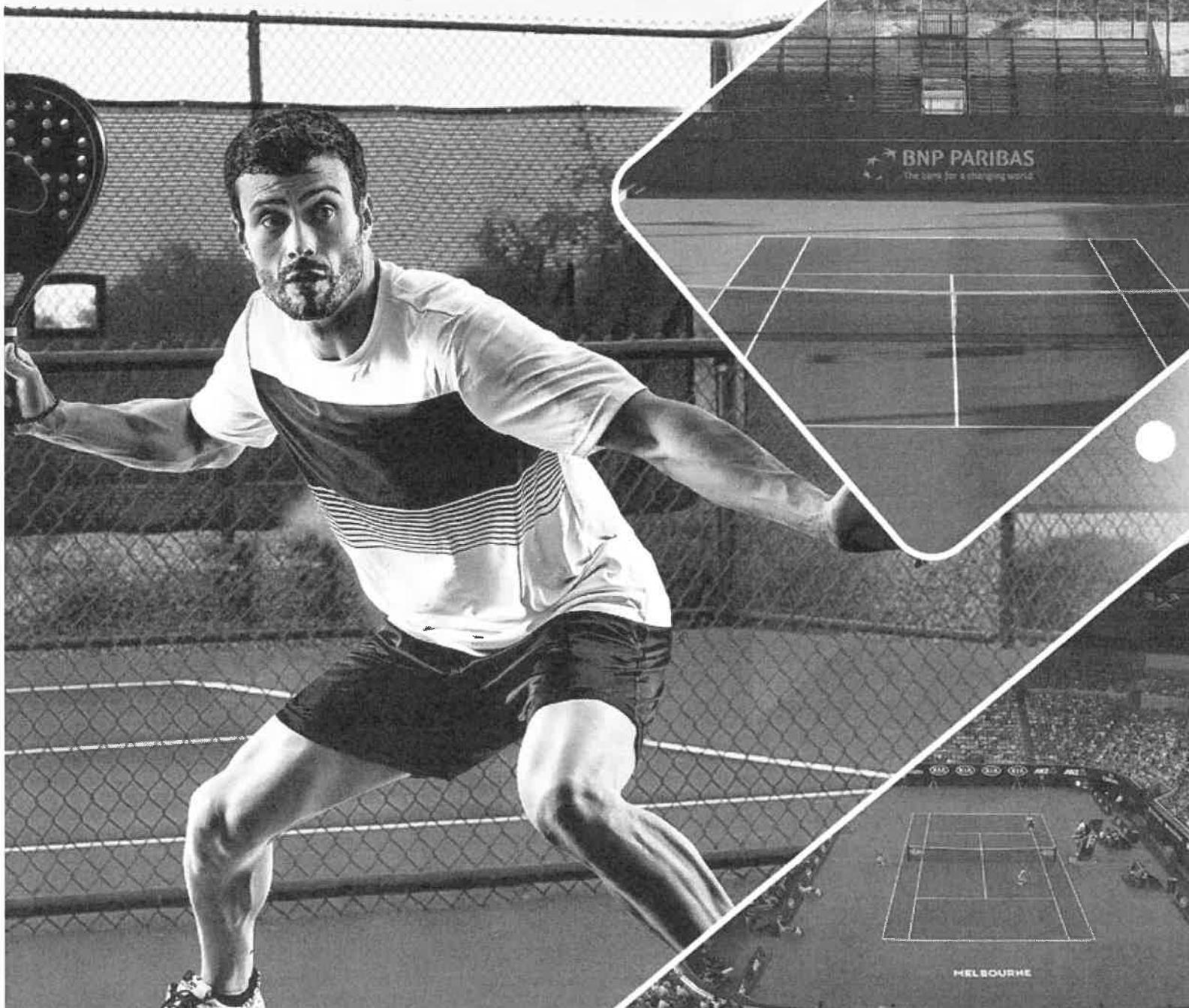
TERMS & CONDITIONS

- EXPIRATION:** Bid price(s) valid for 3 months from bid date for acceptance and start of work.
- PAYMENT SCHEDULE:** Due upon 100% completion.
- PREVAILING WAGE:** Excluded, unless otherwise noted above.
- PERMITS:** CLIENT is responsible for securing, including all related costs for permits, variances, soils reports and property lines.
- INSURANCE:** Insurance requirements outside of FTC's existing coverage, endorsements and standard wording will be an additional cost.
- NORMAL DETERIORATION OF GAME COURT SURFACE:** FTC shall supply and install a surface on the game court slabs as specified. Said surface material is durable, but not permanent, and will fade, erode and otherwise deteriorate over time and with use. CLIENT agrees and understands that said surface shall require replacement or refurbishment in the future dependent upon the CLIENT's preference, and that this contract does not unless otherwise specified, include such replacement of refurbishment. Surfacing material will not keep cracks from appearing or reappearing.
- CRACKS:** Unless otherwise specified, FTC cannot guarantee against slab cracks appearing/re-appearing, due to contraction, expansion and other existing conditions.
- RESURFACING LIMITATION:** In the resurfacing over previously coated courts, FTC shall not be responsible for delamination caused by previous coatings nor delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or sub grade.
- BOUNDARIES:** CLIENT shall indicate to FTC the boundaries of the property and CLIENT shall assume all responsibility for accuracy of said description and boundaries.
- UNKNOWN UNDERGROUND IMPROVEMENTS:** Unless specifically indicated, agreed price does not include rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work. Costs related to loosely compacted dirt or excessive rock are also excluded.
- CLIENT TO PROVIDE ACCESS-DAMAGE WAIVER:** Shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. CLIENT agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. FTC shall not be held responsible for damage to driveways, walks, lawns or shrubs by movement of trucks.
- EXTRA WORK REQUIRED BY PUBLIC BODY:** Any changes, alterations or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.
- UNFORESEEN DELAYS:** FTC agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of CLIENT or CLIENT's employees or CLIENT's agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by CLIENT, inability to secure materials through regular recognized channels, failure of CLIENT to make payments when due.
- WARRANTY:** All materials and labor provided by FTC are guaranteed for one (1) year from the date FTC's work is completed. However, FTC cannot guarantee and specifically disclaims any warranty against normal cracking of concrete within industry standards or against concrete cracking due to causes beyond FTC's control including, but not limited to, Acts of God, soil subsidence/movement, inherent characteristics of the soil, expansive soil, hydrostatic pressure, drainage problems, and reactive aggregate or contaminants in the concrete. FTC does not warrant against shrinkage cracks and/or spalls which appear in the concrete, and CLIENT understands and acknowledges that cracks and/or spalls do occur, and that they may affect the court's appearance. **THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONSTITUTES THE SOLE WARRANTY OF FTC TO CLIENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, QUALITY, AND WORKMANSHIP OR OF MATERIALS EXCEPT AS SPECIFICALLY HEREIN SET FORTH.** No warranty work will be performed until the contract amount is paid in full.

15. **RIGHT TO STOP WORK DUE TO NON-PAYMENT:** FTC shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the CLIENT delays in making any progress payment, FTC may stop work until the CLIENT delivers to FTC, at the CLIENT's expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.
16. **LATE CHARGES:** CLIENT agrees to pay FTC invoices in accordance with the terms thereon. CLIENT further agrees to pay late charges of 1½% per month on any amounts not paid within 30 days from date of statement, any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.
17. **ATTORNEYS FEES:** Should litigation be necessary to enforce any term or provision of this contract, or to collect any portion of the amount payable under this contract, then all litigation and collection expenses, witness fees and court costs and attorney's fees shall be paid to the prevailing party. "Prevailing Party" shall be defined not necessarily as the party obtaining a favorable judgment, but as the party which succeeds in obtaining a judgment equal to, or in excess of the last written offer made by that party to the other. The paragraph's purpose is to encourage the parties to resolve any disputes by settlement by the exchange written offers thereof prior to judgment, and shall be interpreted so as to reasonably carry out that purpose.

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MELBOURNE

 **CALIFORNIA**
SPORTS SURFACES

Plexipave®

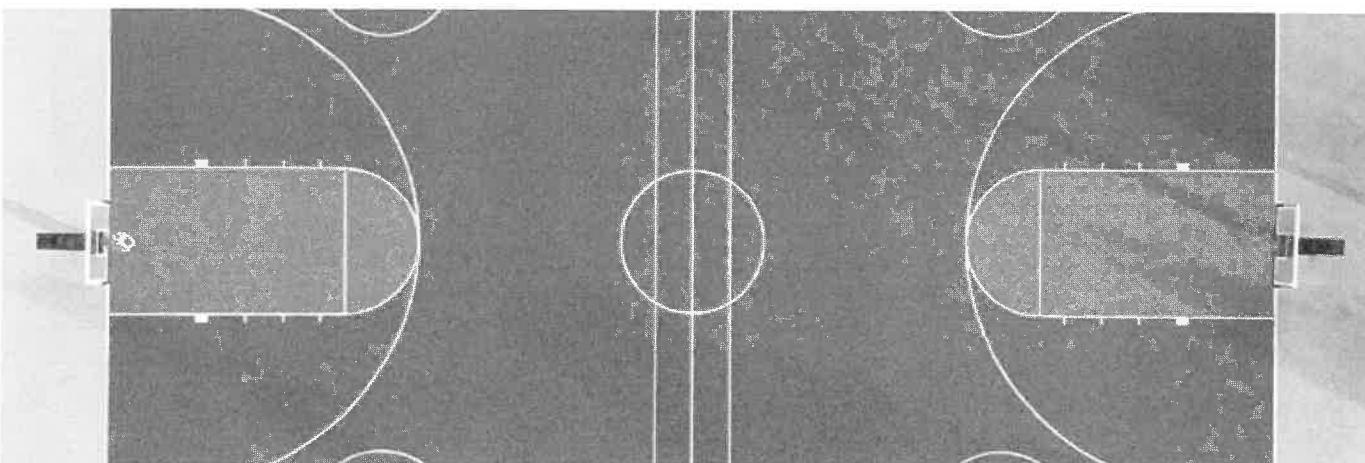
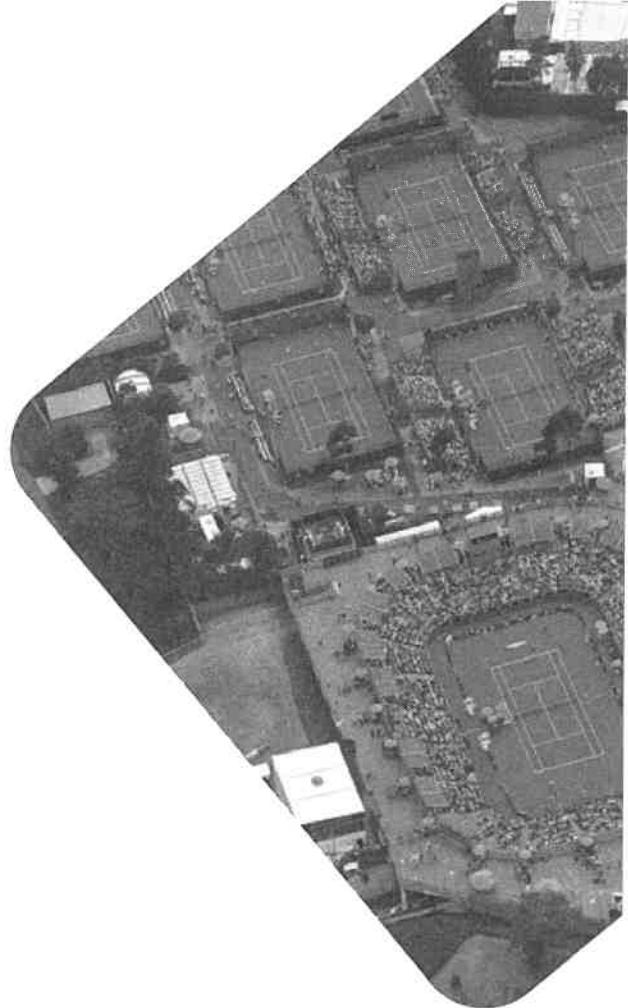
NEW COLORS. NEW POSSIBILITIES.

Our surfaces are superior in every way — even when it comes to style. Our team actively collaborates with owners, governing bodies and event organizers in selecting colors that help balance visibility, aesthetics and surface temperature.

Plexipave Ultra Performance formulation provides an all-weather, durable, quick-drying color surface engineered to resist deterioration from UV rays. Even if you're applying to asphalt or concrete, we'll make your project a hit.

PLEXIPAVE® TENNIS SURFACES ARE AVAILABLE IN THIS ITF COURT PACE RATING CATEGORY

They can also be customized based on your personal preferences.



MULTI-SPORT SURFACE SOLUTIONS FOR:



BASKETBALL



PICKLEBALL



ROLLER SPORTS



TENNIS



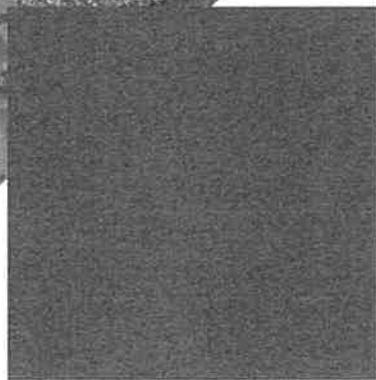
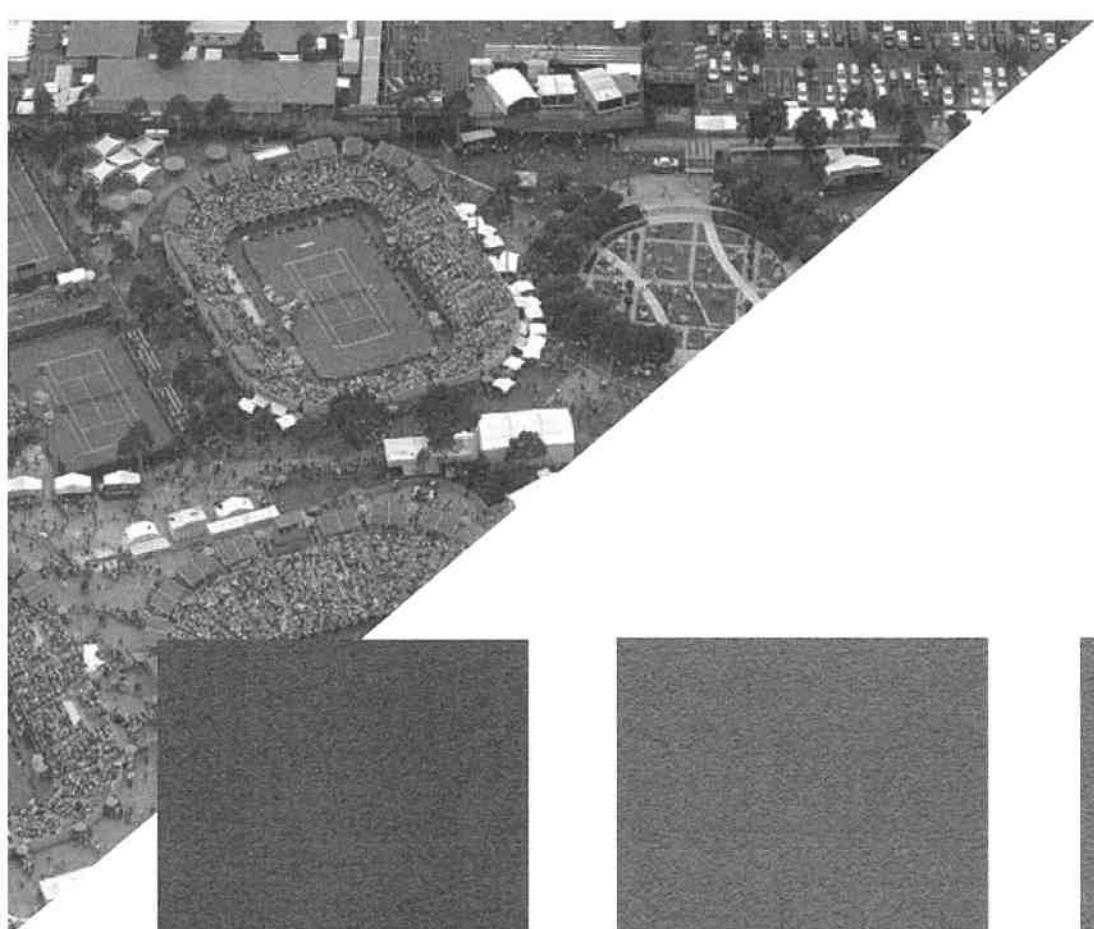
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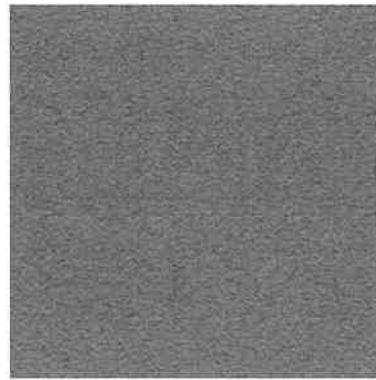
MULTI-PURPOSE

AFFILIATIONS

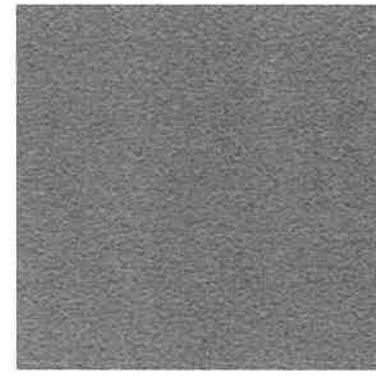




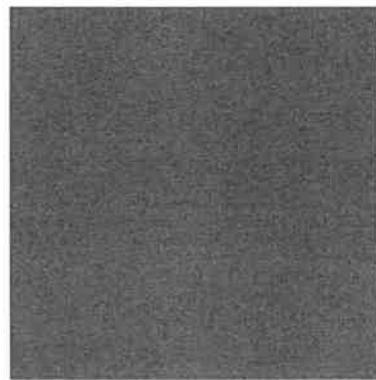
DARK GREEN



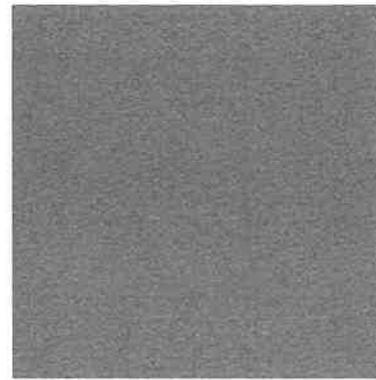
MEDIUM GREEN



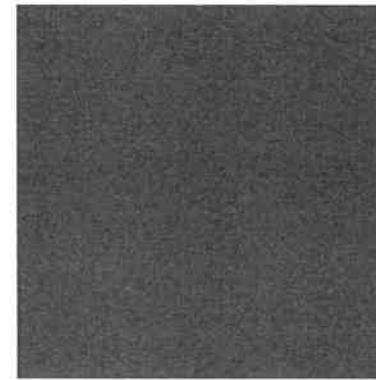
LIGHT GREEN



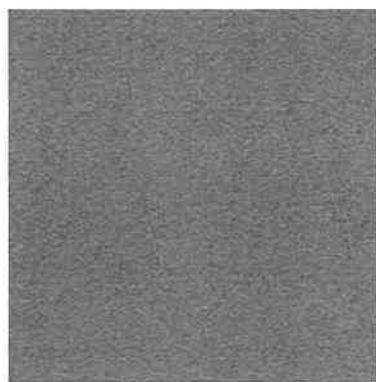
DARK BLUE



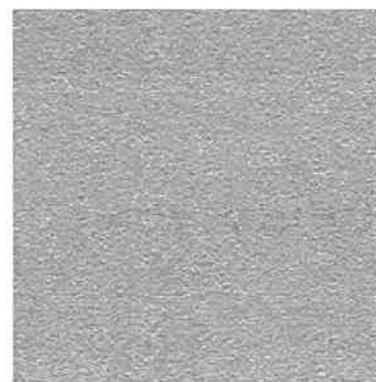
LIGHT BLUE



PURPLE



RED



GRAY



LINE PAINT

Also available in White and Textured White.



RED



ORANGE



YELLOW



GREEN



BLUE



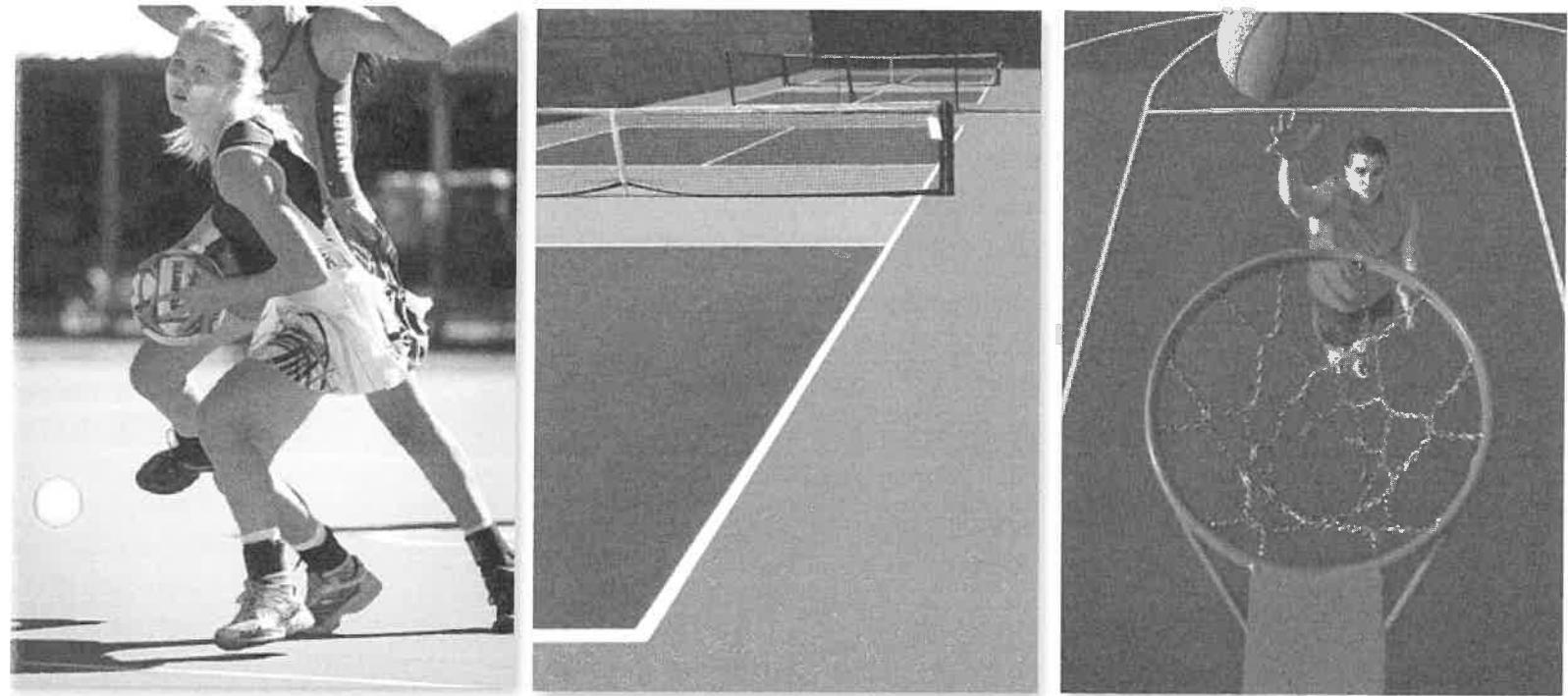
BLACK

Chips on this card may vary in color and texture from the actual product. Special colors are available at a higher price based on pigments needed and production quantities.

INDUSTRY
LEADER OF
ATHLETIC
SURFACING
SYSTEMS

PRO PERFORMANCE, EVERYDAY PLAY

Meet the industry leader of athletic surfacing systems. Since 1953, Plexipave has been the original sports surface brand of choice for many high profile events, including the Australian Open from 2008 to 2018. We take great pride in creating surfaces that are ideal for professional sports and recreational use. From tennis and netball courts to multi-purpose sports, we offer a wide range of unique, decorative solutions that will enhance the quality of your project in every way.



OUR COMMITMENT TO QUALITY

Since 1953, California Sports Surfaces has provided customers with a premier offering of acrylic surface systems. Our products include DecoTurf, Plexipave, Rebound Ace, Premier Sports Coatings, Plexitrac, SignaSports, Sport Tough and StreetScape. We provide the world with comfortable, high-performance cushioned surfaces for a variety of professional, collegiate and recreational sports as well as decorative projects, bike lanes, parking lots and more.



EVEN OUR ITF CERTIFICATION IS IN A CLASS ALL ITS OWN

We are proud to be recognized as the only manufacturer to receive the prestigious ITF Elite Silver Certification.

United States: 150 Dascomb Rd., Andover, MA 01810 • Phone 978.623.9980
Australia: 30 – 32 Assembly Drive, Tullamarine, Victoria, 3043 Australia • Phone (Toll Free) 1800 786 617 • In Australia: +61 3 9338 9851

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Page 920-99 KW 5K 03.05.2021

ATTACHMENT "B"

Youth Soccer and Recreation Development Program Grant Scope/Cost Estimate Form

GRANT SCOPE:

Grant funds will pay for resurfacing a city-owned free-to-the-public basketball court pad that has fallen into disrepair. New surfacing will create safer playing opportunities and reduce slip-related injuries. The grant will also fund the purchase of water-efficient drinking fountains and park benches located adjacent to the courts.

Project will involve (✓ all that apply):

Install New	Renovate Existing	
<input type="checkbox"/>	<input type="checkbox"/>	Soccer venue(s)
<input type="checkbox"/>	<input type="checkbox"/>	Baseball/softball venue(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basketball venue(s)

Grant Scope Items (include contingencies and soft costs in the associated item to be installed or renovated - a line item for contingency is not allowed) - ✓ all that apply:

Install New	Renovate Existing	Estimated amount to be charged to grant
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ 24,200.00
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 11,671.95
<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 38,475.00

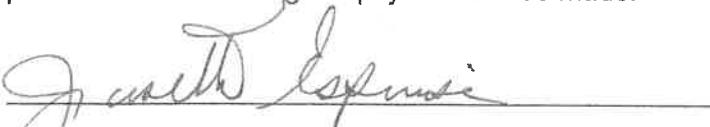
For applications proposing to use Youth Soccer Program grant funds for NON-CONSTRUCTION COSTS, indicate estimated cost (cannot exceed 25% of grant amount):

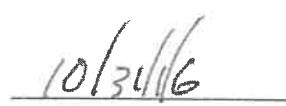
Estimated Cost: \$ N/A

Grant Amount Requested: \$ 74,346.95

Cost of entire project (including and beyond grant amount requested): \$118,955.12

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.


AUTHORIZED REPRESENTATIVE Signature


Date

ATTACHMENT "C"

Pacific Tennis Courts, Inc.

530 Los Angeles Ave., Suite 115-320

Moorpark, CA 93021

Phone: (818) 991-7445 Fax: (818) 706-1951

CA LICENSE #980738 DIR #1000010871

THIS CONTRACT is entered into this 23rd day of March 2023 by and between PACIFIC

TENNIS COURTS (hereafter CONTRACTOR) and City of Huntington Park (hereafter OWNER).

Mario Lopez – (323) 584-6214 – mlopez@h pca.gov Contract No. 23050

Job: Salt Lake Park - 3401 Florence Ave., Huntington Park, CA 90255 Page 1 of 2

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. CONTRACTOR shall furnish at following submitted specifications and costs, all materials, labor, equipment, transportation and perform all work necessary for the complete installation of:
2. CONTRACT PERIOD AND RIGHT TO WORK: Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves the right to commence work within thirty (30) days of contract acceptance.

The following are Specifications and Costs for the: **Repair and resurfacing of four (4) basketball courts.**

PACIFIC TENNIS COURTS, INC. TO PROVIDE THE FOLLOWING:

I. SPORTMASTER ACRYLIC COLOR COATING SYSTEM:

- Surface court by using the Sport Master Acrylic Color Coating System.
- Wash and thoroughly clean court surface.
- Repair cracks and damaged areas with an acrylic special filler.
- Grind displaced areas on cracks so both sides are fairly level.
- Repair Spalled areas and grind repairs flush with court. We cannot guarantee against the occurrence of any new spalls, pop outs, or alkali bleaching from reactive sand.
- Cracks can be repaired and where they do not penetrate the slab, will not reappear. Cracks that penetrate the slab usually will reappear due to expansion and contraction of the slab.
- Court color to be determined by OWNER. Key _____ Outer Area _____
- Lines to be white Latex Acrylic line paint.
- Stripe for Basketball Court lines.
- Squeegee marks, lines, or swirls are always visible in basketball court application but will fade over time.
- **NOTE: IT IS EXTREMELY IMPORTANT THAT NO WATER IS SPRAYING ONTO THE COURT FROM NEARBY SPRINKLERS OR WATER SOURCES. THIS WILL STAIN THE COLOR COATING SYSTEM AND SHORTEN THE LIFE OF THE SURFACING. PLEASE MAKE SURE ALL WATER SOURCES ARE DIRECTED AWAY FROM THE COURT.**

COST: ALL MATERIAL AND LABOR FOR THE PRECEEDING \$51,500.00

DIR AND PREVAILING WAGE RATES APPLY.

PAYMENTS:

PAYMENT OF 50% DUE AT START OF WORK.

BALANCE DUE UPON COMPLETION OF WORK.

The Provisions set forth upon the reverse hereof and any attached pages hereto are incorporated in and make a part of the CONTRACT. IN WITNESS WHEREOF, the parties hereto have executed the CONTRACT the day and year set forth below.

OWNER:

Dated: _____

By: _____

CONTRACTOR:

Dated: _____

By: _____

Phil Carter, Pacific Tennis Courts, Inc.

GENERAL CONDITIONS

3. GUARANTEE: All work and/or materials performed by **CONTRACTOR** is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, **CONTRACTOR** use the least reactive aggregate available. However, neither **CONTRACTOR** nor the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. EXTRA WORK: During progress of construction, the **OWNER** may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual costs of labor and materials plus 20% for **CONTRACTOR**'s overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontractors, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the **CONTRACTOR**.

5. OWNER shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. **CONTRACTOR** shall not be held responsible for damage to utility lines, driveways, walks, lawns or shrubs by movement of trucks.

6. Unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge until so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by coatings or delamination or discolorations of surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. **CONTRACTOR** agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER**'s employees or **OWNER**'s agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure material through regular recognized channels, failure of **OWNER** to make payments when due.

12. **CONTRACTOR** shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER**'s expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1.5% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any controversy arising out of the construction of the project referred to in this agreement or regarding the interpretation of this agreement or any subcontract or sub-subcontract is subject to arbitration. The **OWNER**, the **CONTRACTOR** and any subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause, provided such party has signed this agreement or has signed another contract which incorporates this agreement by reference, or signs any other agreement to be bound by this arbitration clause.

Arbitration shall be had in accordance with the Rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitrator.

16. If **OWNER** demands placing of concrete or surfacing of court with a 20% or greater chance of rain and/or wind, **OWNER** agrees to be responsible for all damages to surface or slab and/or overtime of labor and/or equipment caused by rain or wind.

17. In construction of walls, fence post holes, friction piles, caissons, and wall footings, if rock or water is encountered, it may result in supplemental charges for labor and/or equipment.

18. All geologists service and/or field inspections to be paid by **OWNER** unless otherwise agreed upon.

19. Contract may be voided by **CONTRACTOR** if final working plans and/or construction details are not the same as used for estimating of proposed project.

20. **INSURANCE** while work is being performed under this contract, **OWNER** shall continuously provide, entirely at **OWNER**'s expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, **CONTRACTOR** shall continuously provide, entirely at **CONTRACTOR**'s expense, appropriate workers compensation coverage and liability insurance to protect against any results of **CONTRACTOR**'s own negligence.

21. To preserve their right to file a claim or lien against your property certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

22. **ATTORNEY'S FEES** in any litigation or arbitration between the parties regarding the terms of the performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

The purchaser and/or lessee agrees that the title to merchandise listed herewith shall remain in Pacific Tennis Courts, Inc. until entire purchase price has been paid. Upon default of any payment the seller at his option may declare the entire balance due and payable immediately. Purchaser and/or lessee agrees to permit removal of said merchandise with or without process of law upon any default by purchaser or lessee, and to pay any and all expenses for collection or removal of said merchandise including a reasonable attorney's fee. It is further understood that any sums paid on account prior to any repossession of the above listed merchandise shall be retained as and for liquidated damages. Time is of the essence of this agreement. 1 1/2% per month (18% Annual Percentage Rate) charged on past due accounts. Written permission must be obtained from seller before removing merchandise from above address.

Pacific Tennis Courts, Inc.

530 Los Angeles Ave., Suite 115-320

Moorpark, CA 93021

Phone: (818) 991-7445 Fax: (818) 706-1951

CA LICENSE #980738 DIR #1000010871

THIS CONTRACT is entered into this 23rd day of March 2023 by and between PACIFIC

TENNIS COURTS (hereafter CONTRACTOR) and City of Huntington Park (hereafter OWNER).

Mario Lopez - (323) 584-6214 - mlopez@h pca.gov Contract No. 23053

Job: Salt Lake Park - 3401 Florence Ave., Huntington Park, CA 90255 Page 1 of 2

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. CONTRACTOR shall furnish at following submitted specifications and costs, all materials, labor, equipment, transportation and perform all work necessary for the complete installation of:
2. CONTRACT PERIOD AND RIGHT TO WORK: Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves the right to commence work within thirty (30) days of contract acceptance.

The following are Specifications and Costs for the: **Repair and resurfacing of two (2) volleyball courts.**

PACIFIC TENNIS COURTS, INC. TO PROVIDE THE FOLLOWING:

I. SPORTMASTER ACRYLIC COLOR COATING SYSTEM:

- Surface court by using the Sport Master Acrylic Color Coating System.
- Wash and thoroughly clean court surface.
- Repair cracks and damaged areas with an acrylic special filler.
- Grind displaced areas on cracks so both sides are fairly level.
- Repair Spalled areas and grind repairs flush with court. We cannot guarantee against the occurrence of any new spalls, pop outs, or alkali bleaching from reactive sand.
- Cracks can be repaired and where they do not penetrate the slab, will not reappear. Cracks that penetrate the slab usually will reappear due to expansion and contraction of the slab.
- Court color to be determined by OWNER. Playing Area: _____ Perimeter: _____
- Lines to be white Latex Acrylic line paint.
- Stripe for Volleyball Court lines.
- Squeegee marks, lines, or swirls are always visible in basketball court application but will fade over time.
- **NOTE: IT IS EXTREMELY IMPORTANT THAT NO WATER IS SPRAYING ONTO THE COURT FROM NEARBY SPRINKLERS OR WATER SOURCES. THIS WILL STAIN THE COLOR COATING SYSTEM AND SHORTEN THE LIFE OF THE SURFACING. PLEASE MAKE SURE ALL WATER SOURCES ARE DIRECTED AWAY FROM THE COURT.**

COST: ALL MATERIAL AND LABOR FOR THE PRECEEDING \$23,500.00

DIR AND PREVAILING WAGE RATES APPLY.

PAYMENTS:

PAYMENT OF 50% DUE AT START OF WORK.

BALANCE DUE UPON COMPLETION OF WORK.

The Provisions set forth upon the reverse hereof and any attached pages hereto are incorporated in and make a part of the CONTRACT. IN WITNESS WHEREOF, the parties hereto have executed the CONTRACT the day and year set forth below.

OWNER:

Dated: _____

By: _____

CONTRACTOR:

Dated: _____

By: _____

Phil Carter, Pacific Tennis Courts, Inc.

GENERAL CONDITIONS

3. **GUARANTEE:** All work and/or materials performed by **CONTRACTOR** is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

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21. To preserve their right to file a claim or lien against your property certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

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The purchaser and/or lessee agrees that the title to merchandise listed herewith shall remain in Pacific Tennis Courts, Inc. until entire purchase price has been paid. Upon default of any payment the seller at his option may declare the entire balance due and payable immediately. Purchaser and/or lessee agrees to permit removal of said merchandise with or without process of law upon any default by purchaser or lessee, and to pay any and all expenses for collection or removal of said merchandise including a reasonable attorney's fee. It is further understood that any sums paid on account prior to any repossession of the above listed merchandise shall be retained as and for liquidated damages. Time is of the essence of this agreement. 1 1/2% per month (18% Annual Percentage Rate) charged on past due accounts. Written permission must be obtained from seller before removing merchandise from above address.

ITEM 9

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



April 4, 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 DESIGN FOR THE REPLACEMENT OF THE ROOF AT CITY HALL AND POLICE DEPARTMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering/roofing firms for the preparation of Plans, Specifications and Estimate of CIP 2022-13 Design Roof Repairs at City Hall and Police Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the recent rainy weather, it became more and more evident that roofs at several City facilities were in need of attention. The existing roofs at City Hall and the Police Department need replacement due to their age. Architectural features are integral to the look of City Hall and the Police Department. It is important to replace the ceramic tile and roof foundations with structurally sound material that is consistent with the overall look of the civic center.

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

The following is a tentative schedule:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF THE REPLACEMENT OF ROOF AT CITY HALL AND POLICE DEPARTMENT

April 4, 2023

Page 2 of 3

RFP ISSUED	April 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 4, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 10, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 16, 2023
APPROXIMATE NOTICE TO PROCEED DATE	May 29, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	August 17, 2023

LEGAL REQUIREMENT

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

The City Clerk's Office shall publish the RFP 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 architectural or 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

City Council authorized setting aside American Rescue Plan Act of 2021 (ARPA) funds towards the design of the project. At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform design services. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE DESIGN OF
THE REPLACEMENT OF ROOF AT CITY HALL AND POLICE DEPARTMENT**

April 4, 2023

Page 3 of 3

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. CIP 2022-13 Design Roof Repairs at City Hall and Police Department

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
CIP 2022-13 Design Roof Repairs at City Hall and Police Department**

PROPOSAL DUE DATE: MAY 10, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
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 to design the replacement of roofs at City Hall and the Police Department. This work complies with all applicable State and locally adopted building code (latest edition).

2. OVERVIEW

During the recent rainy weather, it became more and more evident that roofs at several City facilities were in need of attention. The existing roofs at City Hall and the Police Department need replacement due to their age. Architectural features are integral to the look of City Hall and the Police Department. It is important to replace the ceramic tile and roof foundations with structurally sound material that is consistent with the overall look of the civic center. Professional support from an outside consultant is necessary to accomplish the design phase of the project.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the **CIP 2022-13 Design Roof Repairs at City Hall and Police Department**. The consultant applying should have significant experience in preparing the necessary documents (plans, specifications and estimate) to seek construction bids.

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

A. Task 1 – Prepare Design Plans for Construction

- Plans, specifications and engineer's estimate (bidding documents) to seek bids for the structural repairs and replacement of the roofs at City Hall and the Police Department.

B. Task 2 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services in compliance with the latest adopted version of the building code.
- 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.
- Minimum number of Meetings:
 - 4 - Scoping/Kick off

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 (60%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (25%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (10%) – 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 (5%) – 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 conducting the inventory. 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.

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 2 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will

be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 2, 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 2022-13 Design Roof Repairs at City Hall and Police Department**" 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.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 27, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, May 4, 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 10, 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 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 4, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 10, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 16, 2023
APPROXIMATE NOTICE TO PROCEED DATE	May 29, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	August 17, 2023

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

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

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

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

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

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

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

D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

Request for Proposal

CIP 2022-13 Design Roof Repairs at City Hall and Police Department

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

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

Request for Proposal

CIP 2022-13 Design Roof Repairs at City Hall and Police Department

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SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD®		DATE	DATE (ENDORSEMENT)	Must have a Contact Name & Phone number or email address																																																										
CERTIFICATE OF LIABILITY INSURANCE																																																														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																														
PRODUCER	<input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> Agent or Broker <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> Name & Address		<input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> FIRM NAME <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> FIRM ADDRESS <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER(S) AFFORDED COVERAGE <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER A <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER B <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER C <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER D <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER E <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER F	<input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> NAICS <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER A <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER B <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER C <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER D <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER E <input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> INSURER F	<input style="width: 100%; height: 20px; border: 1px solid black; margin-bottom: 5px;" type="text"/> Insurance Company Name(s)																																																									
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<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">TYPE OF INSURANCE</th> <th rowspan="2">DESCRIPTION</th> <th rowspan="2">POLICY NUMBER</th> <th rowspan="2">POLICY EFF. DATE</th> <th rowspan="2">POLICY EXP. 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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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

ITEM 10

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



April 4, 2023

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

Honorable Mayor and Members of the City Council:

AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF ARCHITECTURAL SERVICES RELATED TO IMPROVEMENTS TO THE EMERGENCY OPERATION CENTER.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal Process (RFP) for Architectural Services for the rehabilitation of the Emergency Operations Center (EOC).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department applied for and has been granted approval for a grant of \$1,000,000 for the rehabilitation of the City's Emergency Operations Center (EOC). The current condition of the EOC is not conducive to a modern incident command center that would house the various functions of emergency response in the event of a community or regional disaster. The EOC is currently housed in the building adjacent to the Police Department in what is known as the "Annex Building". To accommodate an EOC, various infrastructures of the facility will need to be modified to bring it into compliance with ADA codes, building codes, health, and safety codes, and fire codes as well as conforming to a standardized EOC. Improvements would include restructuring the configuration of the downstairs area to include meeting areas, break-out rooms, secured areas to house staff, security upgrades, communications equipment, electrical upgrades, HVAC improvements, emergency generator, furniture, fixtures, and equipment.

FISCAL IMPACT/FINANCING

The City will budget \$333,000 in matching funds as a requirement of the grant. The funds can be matched by other grant funds, ARPA funds, General Funds, or other sources of funding specifically to infrastructure.

AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF ARCHITECTURAL SERVICES RELATED TO IMPROVEMENTS TO THE EMERGENCY OPERATION CENTER.

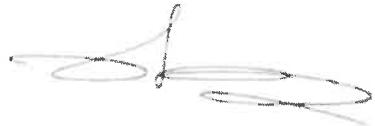
April 4, 2023

Page 2 of 2

CONCLUSION

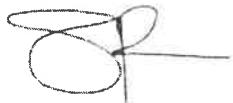
Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

City Manager



STEVE FORSTER

Community Development Director

Attachment "A" Draft RFP for Architectural Services

ATTACHMENT "A"

Attachment "A"



CITY OF HUNTINGTON PARK REQUEST FOR PROPOSALS FOR Architectural Services

PROPOSAL DUE DATE: May 4, 2023 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.961-1865
sforster@hpcagov

A black and white photograph of a stone arch bridge with palm trees in the background. On the right side of the bridge, there is a sign that reads "CITY OF HUNTINGTON PARK".

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13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION	9

1. INTRODUCTION

The City of Huntington Park (City) seeks the services of an architectural firm to provide services to analyze, investigate, produce plans, specification, and cost estimates to remodel the Emergency Operations Center in the City of Huntington Park. The current facility is in excess of 50 years old and has experienced minor modifications over the years. Due to wear and extended use of the facility, the mechanical, electrical and plumbing (MEP) have become outdated and no longer viable to operate and maintain. The interior improvements are to be conducive to hosting city staff relative to emergency response center activities. The selected firm will work closely with Cities staff members that oversee the operation and maintenance of the existing facility. The selected firm will be expected to evaluate the buildings infrastructure and provide recommendations for improvements. In addition, the selected consultant will prepare a cost estimate associated with the recommended improvements. The City is seeking a consultant whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

2. OVERVIEW

The City of Huntington Park currently has evaluated the Emergency Operations Center in the City of Huntington Park. A preliminary analysis has concluded that the MEP and interior modifications are passed their normal life span. Additionally, the facility may have contaminates, such as asbestos and lead that will need to be evaluated for removal. The purpose of the architectural function will be to provide a third-party analysis of the facility with a revised floor plan that would indicate modifications and further articulate possible locations of contaminated materials. The plan would also be accompanying by a cost estimate for the proposed improvements. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified individuals that have demonstrated experience within the Municipal Architectural industry.

Request for Proposal

Professional Services for Architectural Services

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experience with the waste industry.

A. Tasks –

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

PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:

- Evaluation of the existing building.
- Evaluation of the “real” cost of suggested improvements.
- Preparation of an architectural floor plan.
- Evaluation of possible locations of contamination.
- Itemized list of improvements.
- Develop complete plans, specifications and estimate for public bidding purposes.

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

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

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

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

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

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

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

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

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

10. FEE

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

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Steve Forster, Director of Community Services

E-mail: sforster@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, April 27, 2023**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **5:00 PM, May 1, 2023**. Responses to the Questions will be emailed to every individual that has downloaded the RFP directly from the City's website.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, May 4, 2023** to:

City of Huntington Park – City Clerk's Office
Attn: Steve Forster, Director of Community Development
6550 Miles Avenue
Huntington Park, CA 90255

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFPPREPARATION

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 5, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 1, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	May 4, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 16, 2023
APPROXIMATE NOTICE TO PROCEED DATE	May 17, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

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

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

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

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

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

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

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

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

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

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

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

2.9 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-stat 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



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

Request for Proposal

Professional Services for Architectural Services

SUBJECT TO CHANGE ACCORDING TO EVENT

		CERTIFICATE OF LIABILITY INSURANCE	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(e)s must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.			
PRODUCER: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Agent or Broker: Name & Address </div>		DATE <div style="border: 1px solid black; padding: 2px; display: inline-block;">DATE (MM/DD/YYYY)</div>	
INSURED: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Insured Name & Address </div>		INSURER(s) AFFORING COVERAGE <div style="border: 1px solid black; padding: 5px; display: inline-block;"> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: </div>	
COVERAGES		CERTIFICATE NUMBER:	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may remain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claim.		REVISION NUMBER:	
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AGGREGATE/ LIMIT ANNUAL PER. <input type="checkbox"/> POLICY <input type="checkbox"/> 2017 <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER </div> </div> </div> <div style="flex: 1;"> POLICY NUMBER: <div style="border: 1px solid black; padding: 2px; width: 100%;">Policy Number</div> </div> </div> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> INSURER LETTER <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> POLICY NUMBER: <div style="border: 1px solid black; padding: 2px; width: 100%;">Policy Number</div> </div> <div style="flex: 1;"> INSURER LETTER <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> POLICY NUMBER: <div style="border: 1px solid black; padding: 2px; width: 100%;">Policy Number</div> </div> <div style="flex: 1;"> INSURER LETTER <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> POLICY NUMBER: <div style="border: 1px solid black; 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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

Item 11



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

April 4, 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 OF EDUCATION COMPACT BETWEEN THE LOS ANGELED UNIFIED SCHOOL DISTRICT AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Education Compact between the Los Angeles Unified School District and the City of Huntington Park; and
2. Authorize the City Manager to enter into an Education Compact with the Los Angeles Unified School District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Beginning in the Fall of 2022, Los Angeles Unified School District (LAUSD) Superintendent Alberto M. Carvalho hosted several meetings with elected officials and staff from the Southeast region to discuss concerns and potential partnerships. Through these meetings, staff was able to discuss with LAUSD strategies to better address the needs of families and students that live within Huntington Park (City). As a result, LAUSD is now proposing an Education Compact that represents a shared philosophical goal of providing additional resources to students by focusing on the following areas:

1. Communications and Ongoing Engagement
2. Enrollment and Positive Attendance
3. Crossing Guards and Other Traffic Safety Improvements
4. Safety and Positive School Climate
5. Student Health and Medical Student Services
6. Parent and Family Engagement
7. Academics and Expanded Learning
8. Connectivity
9. Facilities
10. Transportation

**CONSIDERATION AND APPROVAL OF EDUCATION COMPACT BETWEEN THE
LOS ANGELED UNIFIED SCHOOL DISTRICT AND THE CITY OF HUNTINGTON
PARK**

April 4, 2023

Page 2 of 2

Currently our City has 32 schools and a total enrollment of 13,807-students that are being service by LAUSD. This Compact is an opportunity to collaborative meet the needs of our shared-students by providing additional resources. For this reason, staff recommends approval of this Compact between the City and LAUSD.

FISCAL IMPACT/FINANCING

There is no fiscal impact at this time. However, should there be any financial expenditures associated with this Education Compact, then staff will return to the City Council for a budget appropriation.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. LAUSD Education Compact

□ ATTACHMENT "A"

**EDUCATION COMPACT BETWEEN
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND THE CITY OF HUNTINGTON PARK**

As part of the 2022-2026 Strategic Plan for the Los Angeles Unified School District, new education compacts are to be established between the District and local governmental entities. Education Compacts with the municipal governments in the Southeast Los Angeles County region are intended to align resources and implement innovative programs to equip our students with the tools they need to be Ready for the World.

As a member of the Southeast Los Angeles County region, The City of Huntington Park (“City”), is served by the Los Angeles Unified School District (“District” or “Los Angeles Unified”) and accounts for a 13,807-student enrollment (LAUSD SY 21-22 Enrollment). The City of Huntington Park has 54,883 residents (2020 US Census) and expands a total area of 3.3 square miles. The City of Huntington Park has 32 District schools within its geographical boundaries. The District and the City may each be referred to, individually, herein as a “Party” or, collectively, as “the Parties.”

Through this Education Compact (“Compact”), the City and the District will collaborate to meet the educational needs of youth and families in the City through the end of the District’s Strategic Plan (June 2026). The City and the District may choose to revisit the Compact after June 2026 to renew their shared commitments to students and families of the Southeast Los Angeles County region.

The commitments outlined are not legally binding nor do they mandate budgetary expenditures on behalf of the Parties. They represent a shared philosophical goal of improving the educational opportunities and enriching the lives of children and families attending District sites living within the City. The Parties recognize there may be financial expenditures associated with one or all the following aspects, however any financial expenditure shall not be made unless the responsible Party’s governing board has authorized the expenditure through its budgetary process and shall be voluntary in nature.

The Compact between the District and the City will undertake efforts that would be enriched, expedited, or enhanced through collaborative efforts in the following areas:

1. Communications and Ongoing Engagement
2. Enrollment and Positive Attendance
3. Crossing Guards and Other Traffic Safety Improvements
4. Safety and Positive School Climate
5. Student Health and Medical Student Services
6. Parent and Family Engagement
7. Academics and Expanded Learning
8. Connectivity
9. Facilities
10. Transportation

Communications and Ongoing Engagement

- The City and the District will work jointly on communications through the City's website to include an educational tab/section with information on Los Angeles Unified schools and districtwide initiatives. The District will also work with the City to share city events, news and City-led programs to students, families and staff. There will be concerted efforts to jointly share information via social media and other communication channels.
- The City and District will explore leveraging current City events and activities to promote District services to families.
- The City and District will explore leveraging current City events and activities to promote employment opportunities.
- The City and District will promote educational initiatives to local businesses and chambers of commerce to encourage volunteering, mentorship and other opportunities to support local students and education.
- The City and the District will collaborate on opportunities to deliver specific programming for local families via the Family Academy and Cultural Arts Passport initiatives.
- The City, in partnership with the District, will convene education roundtables with local partners on efforts to strengthen student success.

Enrollment and Positive Attendance

- The City will support the District in student recruitment campaigns for District-operated schools in the City.
- The City and District will collaborate on programs, annual attendance campaigns, and other events that support school attendance to ensure all school-aged youth are enrolled in District-operated schools.

Crossing Guards and Other Traffic Safety Improvements

- The City will support safe passages for students and families through its voluntary crossing guard program, as funding becomes available, to support pedestrian safety and the District will support the city's outreach efforts to fill crossing guard vacancies.
- The District will provide additional support and training for the Traffic Safety Valet programs at elementary school sites experiencing traffic safety needs by reviewing traffic and pedestrian incident data, and identifying schools in need for outreach. The District will also promote the Traffic Safety Valet program by distributing flyers when visiting elementary schools, during our safe school inspections, and during meetings with principals.
- The District will work with the City to address traffic concerns related to school drop-off and pick-up, including exploring additional opportunities to reduce traffic congestion and enhance pedestrian safety.
- The District will provide additional support by sharing Reference Guide, 4492.2, School Traffic Safety with school administrators which details the guidelines for requesting traffic surveys, speed limit signs, pavement markings, crossing guards and other assistance to resolve traffic safety issues. Los Angeles Unified's Office of Environmental Health and Safety (OEHS) will liaison between the City and school administrators and make requests on the behalf of schools. All traffic related requests must be submitted to

the City's Public Works Department, Engineering Division for analysis, review and discussion with the Traffic Authority.

Safety and Positive School Climate

- The District and City will convene a monthly Safety Collaborative that will include Los Angeles School Police Department and the Huntington Park Police Department to address safety concerns on a regular basis.
- The District/Los Angeles School Police Department and City will identify a Law Enforcement Liaison officer from each of the respective law enforcement departments to ensure coordinated approach on issues related to youth, crime prevention and other relevant safety and area school consistent with Section 32281 (f)(1) of the California Education Code.
- The District/Los Angeles School Police Department and City will explore the possibility of entering into data-sharing agreements to assess the status of school crimes with a goal of helping to prevent crimes and improve coordination consistent with Section 32282 (a)(1) of the California Education Code:

Student Health and Medical Student Services

- The District and the City will work jointly to expand prevention and public education efforts to combat the public health issue of fentanyl-related overdoses and strengthen support services for students.
- The District will continue to work with the California Department of Healthcare Services (DHCS) Naloxone Distribution Program (NDP) to obtain doses of Narcan for early education centers, adult education schools and afterschool programs.
- The District, in partnership with the City, will explore the feasibility of bringing additional student health and mental health services and entities to provide whole child and school community services.

Parent and Family Engagement

- The District will develop a Region specific course catalog to help families understand how to access city services and to engage families in learning specialized classes/workshops that address the needs of families in the Southeast Los Angeles community through the Family Academy. The City will promote these classes and workshops to the families and community members at large.
- The District will develop a training offering for City personnel on the District's Parent Portal/LAUSD App and School Volunteer Program procedures.
- The District and City will explore the feasibility of incorporating resources or informational materials on District-led initiatives into a City-owned community center or other facilities.

Academics and Expanded Learning Programs

- The District will work jointly with the City to promote the District's various academic and enrichment programs to students and families in the Southeast Los Angeles community, including the tutoring program, summer programming, and Beyond the Bell Expanded Learning Programs.

- The District will offer the Cultural Arts passport to families in the Southeast Los Angeles community. The District and the City will explore expanding the use of cultural sites within the City of Huntington Park, if any, for the benefit of students.

Connectivity

- The District's Information Technology Services (ITS) commits to continuing to provide connectivity to students and families with an identified unmet need through All Families Connected or other affordable and free options to ensure all families have access to reliable high-speed internet.
- The District will explore expanding Digital Divide partnerships into the City and the County of Los Angeles to explore ways to support connectivity infrastructure, expand affordable broadband and implement data sharing agreements to address the digital deserts.

Facilities

- The District and City will continue to work collaboratively in an effort to provide access to and use of District and City facilities for meetings, community events, athletic activities, and cultural and historic programs, among other facility use needs that benefit students and families.
- The District will work with the City to provide access to and use of District pools upon terms and conditions available to those provided to other governmental agencies.
- The City and District will work collaboratively to increase the amount of green space on District sites and expand access to available green space for families and students, and, where appropriate, explore the establishment of Community School Parks.
- The City will continue to provide access to its Community Centers based on availability, staffing levels, discretion and convenience (i.e. Perez Park and Salt Lake Park) for the District to use for professional development. The Parks and Recreation department will process applications and staff according to the City's guidelines.

Transportation

- The City will support the District in promoting the District's free Metro passes from the K-12 Fareless System Initiative program for students, by promoting it at community events, newsletters and on the City's website, if the pilot program is continued.

APPENDIX

All Families Connected

All Families Connected is a program to help ensure every student has reliable access to high-speed internet at home as well as at school. Made possible in large part by one-time federal funding, the program is helping provide students with the access they need at home to complete assignments, interact with peers, track their progress, and more. Thousands of families are eligible for this service at no cost to them. There are no income requirements. All that is necessary is for a family to inform the District that there are unmet needs in the home and to request support.

This is how it works: Parents/guardians can log on to device.lausd.net and answer a few questions about computing device and internet connectivity needs. For those whose needs are not being met, our teams check in with contracted service providers to determine services available. The provider then reaches out to eligible families to assist with establishing service, and the District covers all costs.

Families may go to: device.lausd.net/connect for more information or to sign up for service.

Cultural Arts Passport

The District's Cultural Arts Passport is a program to provide students access to the Arts. In partnership with Southern California's finest cultural organizations and venues, the Cultural Arts Passport program ensures equal access to arts, culture and environmental experiences for every child. The Cultural Arts Passport is partially supported through generous monetary and in-kind donations from the community. Founding partners who generously support the initiative include The Broad Foundation, Creative Arts Agency, the Fender Play Foundation and other cultural institutions.

Digital Divide Partnerships

The District has existing partnerships around infrastructure to create a city-wide or community infrastructure for wireless connectivity. One example of this has been a partnership with the Los Angeles City Lighting Bureau, which focused on extending the network from District schools to city light poles. Furthermore, the District has also developed partnerships with LTE/5G and fixed broadband such as Verizon, AT&T and Spectrum to allow piggyback on our contracts with very affordable pricing for other governmental entities. Lastly, the District has partnerships with multiple entities on data sharing to help and identify hotspots and digital deserts around Los Angeles County, given that the District is the only entity with access to valuable datasets relating to family usage and service providers' capacity.

Everyone Mentors LA

Everyone Mentors LA is a new mentoring initiative that will invest in the lives of historically underserved students to ensure every student graduates Ready for the World. The new initiative will match students contending with declining grades, chronic absenteeism, social emotional support and other challenges that have inhibited their academic success with a mentor from the Los Angeles community. More information on this program can be found at <https://achieve.lausd.net/everyonementors>.

Family Academy

The Family Academy is designed to leverage families' assets to be empowered as they support their child from the early primary years to college and career success. This effort complements family knowledge by connecting them to actionable learning focused on their child's development, as well as opportunities to accelerate their own careers and quality of livelihood. Families may expand and share prior knowledge with other parent leaders by attending learning segments offered by the Family Academy course catalog, which offers webinar and regional segments hosted in-person. The course catalog is available at achieve.lausd.net/familyacademy.

A second path to learning with the Family Academy is through four family courses which are geared for the following family audiences: youngest learners, multilingual learners, twice exceptional, and Black and African-American students. The curriculum is organized as a 7-class course experience where families engage in a culturally relevant curriculum, in a cohort learning environment, define family engagement, and develop their action plan to stay engaged in their child's education. Course registration information is available at achieve.lausd.net/familyacademy. Families may also contact the Los Angeles Unified Family Hotline for more information: 213-443-1300.

Traffic Safety Valet Program

The Safety Valet program is designed to help improve student safety and provide more fluid movement of vehicular traffic around schools during the morning drop off. A Valet directs drivers through a queue of traffic cones where volunteers assist students to safely exit the car. This eliminates the need for parents to exit their vehicles and for students to cross busy intersections.