

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, November 7, 2023

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

Marilyn Sanabria
Mayor

Karina Macias
Vice Mayor

Arturo Flores
Council Member



Eduardo "Eddie" Martinez
Council Member

Graciela Ortiz
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

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PRESENTATION OF INFRASTRUCTURE AWARD
2. COMMUNITY POLICE ACADEMY GRADUATE RECOGNITION
3. VETERANS PARK MEMORIAL REDEDICATION
4. FAMILY COURT AWARENESS MONTH PROCLAMATION
5. RECOGNITION OF BOOK FAIR VOLUNTEERS

PUBLIC COMMENT

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)
Proposed Class Action Settlements
City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Proposed Class Action Settlements
City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

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 October 3, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 07, 2023;

COMMUNITY DEVELOPMENT

3. SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE ZONING ORDINANCE AND ZONING MAP AMENDMENTS FOR CONSISTENCY WITH THE GENERAL PLAN TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT UPDATE

RECOMMENDED THAT CITY COUNCIL:

1. Staff recommends that the City Council waive full reading and adopt Ordinance by title amending the municipal zoning code and zoning map for consistency with the general plan implementation of the 2021-2029 Housing Element Update.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL TO INCREASE THE HOME REPAIR PROGRAM (HRP) MAXIMUM AMOUNT FROM \$25,000 TO UP TO A \$100,000 DEFERRED LOAN

RECOMMENDED THAT CITY COUNCIL:

1. Approve the amount increase from \$25,000 up to \$100,000 for the Home Repair Program.

5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSAL FOR PROFESSIONAL SERVICES TO PROVIDE LEAD AND ASBESTOS TESTING FOR THE HOME REPAIR PROGRAM (HRP) APPLICANTS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal from qualified and independent environmental testing contractors to provide lead-based and asbestos consulting for HRP applicants.

PARKS AND RECREATION

6. CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT, FEE WAIVER AND AGREEMENT REQUEST BY EAST SIDE RIDERS BIKE CLUB FOR 2023-2024, "BICYCLE EDUCATION AND SAFETY TRAINING (BEAST)."

RECOMMENDED THAT CITY COUNCIL:

1. Approve Activities in Public Places Permit for East Side Riders Bike Club to provide Bicycle Education and Safety Training for the City's youth; and
2. Approve fee waiver request; and
3. Approve agreement with East Side Riders Bike Club for 2023-24 with an option to extend for up to two additional years if mutually agreed upon; and
4. Authorize City Manager to execute agreement; and
5. Waive all recommended fees.

PUBLIC WORKS

7. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Award the Professional Services Agreement to Ladayu Consulting Group for construction management and inspection services related to the oversight of CIP 2019-02 Slauson Ave Congestion Relief Project for a not-to-exceed amount of \$450,385; and
2. Authorize the Finance Department to allocate funding into a project account number that will pay for this service while staff seeks reimbursement from Metro; and

3. Authorize the City Manager to execute the professional services agreement (PSA).

8. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to All American Asphalt for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Project as the lowest responsive, responsible bidder for a not to exceed fee of \$5,650,337.79 (Option 1) payable from reimbursable Metro Measure R grant funds; and
2. Approve a construction contingency in the amount of \$680,277.21 payable from reimbursable Metro Measure R grant funds; and
3. Authorize the Finance Department to allocate funds into a project account number that will pay for the project while staff seeks reimbursement from Metro; or
4. Award the contract to All American Asphalt for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Project as the lowest responsive, responsible bidder for a not to exceed fee of \$9,143,090.77 (Option 2), which includes concreting five intersections where traffic signals will be upgraded and partially paid from reimbursable Metro Measure R grant funds; and
5. Approve a five percent (5%) construction contingency in the amount of \$457,154.54 payable from designated funds chosen by the City Manager's Office and Finance Department if Option 2 is chosen; and
6. If the City Council elects to go with Option 2, authorize the City Manager's Office and Finance Department to issue an account number and utilize designed funds to pay for the remaining balance (\$3,269,630.31) and complete the Option 2 Project; and
7. Authorize the City Manager to execute the construction contract agreement and all applicable change orders in good faith.

9. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Kalban, Inc. for the construction of CIP 2022-10 CDBG ADA Reconstruction Project; and
2. Authorize the reallocation of \$205,531.85 in Community Development Block Grant (CDBG) funds towards the construction project for a total CDBG funding amount of \$999,965.13; and

3. Authorize the reuse of \$206,211.13 in Metro TDA Article 3 funds for another project; and
4. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
5. Release the retention amount of \$50,151.75 to Kalban, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

10. CONSIDERATION AND APPROVAL OF THE APPLICATION OF SANIGLAZE TO THE JAIL AT THE POLICE DEPARTMENT

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve Advanced Tile Restoration's (ATR Ventures) quote that includes all applicable equipment, material and labor to SaniGLAZE the jail at the Police Department for a not-to-exceed amount of \$409,624; and
3. Partially payable from Account No. 111-8024-421.73-10 (\$358,000); and
4. Due to rising costs in material and labor, there is a request for an additional appropriation of \$51,624 into Account No. 111-8024-421.73-10 to pay for this service; and
5. Authorize the City Manager to execute the purchase order and all other applicable documentation.

11. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-04 PLAYGROUND AT KELLER PARK

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified landscape architectural or engineering firms for the preparation of Plans, Specifications and Estimate of new playground equipment, appurtenances, and ingress/egress enhancement as part of CIP 2022-04 Playground at Keller Park.

12. CONSIDERATION AND APPROVAL TO PURCHASE A HEAVY-DUTY HYDRAULIC LIFT TO REPAIR THE CITY’S LARGE-SCALE VEHICLES AND SHUTTLES

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a heavy-duty hydraulic lift to repair the City’s large-scale vehicles and bus shuttles from Dr. Hydraulics, Inc. for a not-to-exceed amount of \$189,438.70 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the quote (Attachment 1) and subsequent purchase order.

FINANCE

13. CONSIDERATION AND APPROVAL OF THIRD AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE+PAYNE, LLP

RECOMMENDED THAT CITY COUNCIL:

1. Approve Third Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie+Payne, LLC; and
2. Approve expenditure of \$326,750 in account number 111-3010-415-32-40 from General Fund unappropriated fund balance; and
3. Authorize the City Manager to execute the agreement.

14. CONSIDERATION AND APPROVAL TO ENTER SOFTWARE SUBSCRIPTION SERVICE RELATED TO ACCOUNTING STANDARDS GASB 87 AND GASB 96 TO COMPLETE FISCAL YEAR 2022 AND FISCAL YEAR 2023 AUDITS

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Proposal for a 3-year Software as a Service from DebtBook that allows for GASB 87 and GASB 96 reporting; and
2. Authorize City Manager to execute the agreement.

CITY CLERK

15. CONSIDERATION AND APPROVAL OF RESOLUTIONS RELATED TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 5, 2024

1. Adopt Resolution calling for the Holding of a General Municipal Election to be held on Tuesday, March 5, 2024, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 5, 2024 and Requesting the Board to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be held on Tuesday, March 5, 2024; and
2. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates' statement submitted to the voters at an election to be held on Tuesday, March 5, 2024; and
3. Adopt a Resolution providing for the conduct of a special runoff election for elective offices in the event of a tie vote at any municipal election.

16. COUNCIL APPOINTMENT TO THE CIVIL SERVICE COMMISSION

RECOMMENDED THAT CITY COUNCIL:

1. Make an appointment to the Civil Service Commission consistent with provisions set forth in Resolution No. 2015-19

POLICE DEPARTMENT

17. TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during calendar year 2022; and
2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in calendar year 2022.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo “Eddie” Martinez

Council Member Arturo Flores

Vice Mayor Karina Macias

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, November 21, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 4th day of November 2023.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, October 3, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, September 19, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

ABSENT: Mayor Sanabria

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.

INVOCATION

Vice Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Ortiz led the Pledge of Allegiance.

PRESENTATION(S)

1. NATIONAL BREAST CANCER AWARENESS MONTH
2. NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
3. RECOGNITION OF MOAF EVENT VOLUNTEERS

PUBLIC COMMENTS

None

STAFF RESPONSE

None

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Vice Mayor Macias recessed into closed session at 6:40 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Gene Farmer v. City of Huntington Park, ADJ14211080; ADJ14264443 (Covid)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9 (d)(1)
Joana Casillas v. City of Huntington Park, ADJ13626665

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Hector Barba, Sr. & Norma Barba v. City of Huntington Park, et al.
USDC Case No.: 2:22-cv-08987-FMO-JEM
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – One matter
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.: 20STCV44933

Vice Mayor Macias reconvened the Council meeting from Closed Session at 7:52 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with Councilmembers Martinez, Flores and Vice Mayor Macias of the City Council present the two (2) items on the posted agenda were discussed. Regarding items one (1) and two (2), the Council was briefed, and direction was given but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

MOTION: Councilmember Ortiz moved to approve the consent calendar with a change in the September 5, 2023 meeting minutes, changing the words “stepped away” to “absent”, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

1. CITY COUNCIL MEETING MINTUES

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

1. Regular City Council Meeting held September 5, 2023

FINANCE

2. WARRANT REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 3, 2023

PUBLIC WORKS

3. **SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE EXTENSION OF THE TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA FE AVENUE**

MOTION: Councilmember Ortiz moved to waive full reading and adopt Ordinance by title extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. **RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2022-23 FUNDING APPLICATION**

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Flores moved to adopt Resolution authorizing staff the submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2022-23 funding application; and authorize the City Manager to sign the Letter of Designation (Attachment 2) and all applicable CalRecycle grant documents, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

5. **CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT OF WATER PRODUCTION WELL NO. 14 MOTOR**

MOTION: Councilmember Flores moved to pursuant to Municipal Code Section 2-5.13 Emergency purchase, authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to a contract for the replacement of Water Production Well No. 14; and authorize LittleJohn-Reuland Corp. to make the necessary replacement of the motor for a not-to-exceed amount of \$16,160.45 payable from Account No. 681-8030-461.43-30, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

6. CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION TO BUREAU OF RECLAMATION THROUGH THE BIPARTISAN INFRASTRUCTURE LAW FOR SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECTS

MOTION: Councilmember Flores moved to authorize staff to submit a funding application to the Bureau of Reclamation through the Bipartisan Infrastructure Law for small surface water and groundwater storage projects; and authorize the City Manager to sign all applicable documents, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

7. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

MOTION: Councilmember Martinez moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-02 Slauson Avenue Congestion Relief Project, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

8. CONSIDERATION AND APPROVAL TO PURCHASE A MODIFIED CUSTOM CONCRETE TRUCK WITH CEMENT MIXER

MOTION: Councilmember Flores moved pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and approve the purchasing of a modified custom concrete truck with cement mixer from RWC Group. (Fred M. Boerner Motor Co.) for the amount of \$240,830.48 payable from Account No. 741-8060-431.74-10 (\$217,830.48) and Account No. 111-8010-431.74-10 (\$23,000); and authorize the City Manager to execute the sales order, purchase order and all other applicable documents related to the registration of the vehicle through the Department of Motor Vehicles, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

9. CONSIDERATION AND APPROVAL TO EXTEND NORTH STAR LAND CARE'S CITYWIDE TREE MAINTENANCE CONTRACT FOR ONE YEAR AND INCREASE CONTRACT BY FIVE PERCENT

Prior to item nine (9) Councilmember Ortiz stepped away from the dais.

MOTION: Councilmember Flores moved to approve a one-year extension of North Star Land Care's Citywide Tree Maintenance contract and one-time five percent contract increase of \$15,963.75; and approve an appropriation of \$15,963.75 into Account No. 535-8090-452-56.60; and authorize the City Manager to execute the professional services agreement amendment, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Ortiz, and Mayor Sanabria

10. CONSIDERATION AND APPROVAL TO PURCHASE AN AERIAL UTILITY SERVICE TRUCK

MOTION: Councilmember Martinez moved to approve the purchasing of an aerial utility truck from Utility Equipment & Supply, Inc. dba Utility Crane & Equipment for a not-to-exceed amount of \$277,853.15 payable from Account No. 535-8016-431.74-10 (\$200,000) and Account No. 741-8060-431.74-10 (\$77,853.15); and authorize the City Manager to execute all applicable documents related to the purchasing of the

aerial utility service truck, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Ortiz, and Mayor Sanabria

COMMUNITY DEVELOPMENT

11. AWARD OF CONTRACT FOR SERVICES RELATED TO STREET LIGHT(S) AND WI-FI DEMONSTRATION PROJECT

MOTION: Councilmember Flores moved to award a contract for services related to Street Light(s) and Wi-Fi Demonstration Project to Louii's Electric Power & Lighting Company in an amount not to exceed \$847,000; and authorize the City Manager to negotiate and execute the final terms of the contract, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Ortiz and Mayor Sanabria

At the conclusion of item eleven (11) Councilmember Ortiz returned to the dais.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

City Manager Ricardo Reyes stated that he will meet with the Public Works director to determine whether or not a second cement mixing truck is necessary.

Chief of Police Cosme Lozano shared the Police Department is participating in the National Coffee with a Cop event and will host a local event at the Starbucks located at State and Slauson Wednesday October 4, 2023 at 6:00pm. He encouraged the community to come out and get to meet and ask questions to its local police officers while enjoying a warm beverage.

Public Works Director Cesar Roldan thanked the Council for their continued support of the department. He also shared that Valley Vista provided an organics workshop that was well attended by the community.

Director of Communications Sergio Infanzon shared the electronic newsletter with the Councilmembers. He also shared the quarterly newsletter that all residents will receive, which includes the various services and upcoming activities available for the community.

WRITTEN COMMUNICATIONS

Maria Adan submitted a communication related to illegal dumping.

COUNCIL COMMUNICATIONS

Councilmember Otiz thanked staff for coming out the opening of the newly resurfaced basketball courts at Salt Lake Park. She also gave a shout out to the Huntington Park Kiwanis organization who is celebrating their 100th anniversary and thanked them for their continued support of the local high school key clubs.

Councilmember Martinez thanked staff for providing a safe space and then thanked the Community Development Director for addressing the blighted building located at Hill and State Street.

Councilmember Flores thanked staff and reflected on his one year as a Councilmember and how proud he is of the team the city has put together to help move the community forward. He shared how residents' comment about the repaving of the streets and park maintenance and upkeep, with the basketball court resurfacing serving as a prime example of the work staff continues to complete.

Vice Mayor Macias thanked the community and her colleagues for all the birthday well wishes. She then thanked staff for the basketball court resurfacing and reopening event which was amazing. She echoed her colleague's comments about how residents are excited about what's to come and all the renovations happening at the parks

ADJOURNMENT

Vice Mayor Macias adjourned the meeting at 8:33 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday October 3, 2023 at 6:00 p.m.

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	Local Grants	243	HUD 108 B03MC060566
201	State Grants	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	Federal Grants	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	254	Home ARP Grant
212	P & R Grants	257	CDC Merged Project Fund
213	Park Facilities	258	CDC Merged Debt Service
214	Recreation Field Charter	259	CDC Low/Mod Income Housin
215	Trees for A Better Enviro	262	CDC Neighbor Preservn Cap
216	Employees Retirement Fund	263	CDC Neighbor Presrvn Debt
217	OPEB	264	CDC Nghbr Prsrvn Low/Mod
218	PARS	267	CDC Sta Fe Redev Project
219	Sales Tax-Transit Fund A	268	CDC Sta Fe Debt Service
220	Sales Tax-Transit C	269	CDC Sta Fe Low/Mod Income
221	State Gasoline Tax Fund	270	Successor Agency Merge
222	Measure R	271	Successor Agency Merg Prj
223	Local Origin Program Fund	272	Successor Agency Low Mod
224	Office of Traffic & Safety	273	Successor Agency NHP
225	Cal Cops Fund	274	Successor Agency NHP Prj
226	Air Quality Improv Trust	275	Successor Agency
227	Offc of Criminal Justice	276	SUCCESSOR AGENCY-GF
228	State Dept. of Justice	283	Sewer Maintenance Fund
229	Police Forfeiture Fund	285	Solid Waste Mgmt Fund

City of Huntington Park

FUND	DESCRIPTION
286	Illegal Disposal Abatemnt
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
787	Citywide CIP
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
1-800-TIMECLOCKS INC	53082	111-1010-411.43-05	CLERK TIME STAMP FOR CC	195.00
				\$195.00
4IMPRINT INC	11720951	111-0110-411.56-26	OUTREACH SUPPLIES COUNCIL	1,921.40
	11781802	111-0110-411.56-26	OUTREACH SUPPLIES COUNCIL	1,186.65
				\$3,108.05
ABBA TERMITE & PEST CONTROL	55435	111-7010-421.56-41	SVC CALL BEES REMOVAL	95.00
				\$95.00
ABSOLUTE SOFTWARE INC	10071908	111-7040-421.56-41	ABSOLUTE NETWORK SECURITY	6,200.00
				\$6,200.00
ACTIVE NETWORK, LLC	4100180238	111-6010-451.56-41	ANNUAL LICENSE RENEWAL FEE	5,985.00
				\$5,985.00
ADLERHORST INTERNATIONAL LLC	110762	111-7010-421.61-20	K9 DOC SUPPLIES	692.83
	120314	111-7010-421.61-20	K9 DOC DOG FOOD	140.08
				\$832.91
ADVANCE AUTO PARTS PROFESSIONAL	8799327757807	111-7010-421.43-20	ENGINE OIL - PD UNITS	119.00
	8799327819900	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	176.60
	8799327839156	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	164.50
	8799327857848	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	112.98
	8799327857831	111-8085-431.43-21	PART FOR SHUTTLE	159.10
	8799328457936	741-8060-431.43-20	PARTS FOR UNITS	144.97
				\$877.15
ALADDIN LOCK & KEY SERVICE	33477	111-8023-451.43-10	KEYS TO SALT LAKE PARK	668.14
				\$668.14
ALL AMERICAN CONSTRUCTION	10162023	111-0000-322.10-10	REFUND CHECK	776.63
	10162023-	111-0000-341.10-00	REFUND CHECK	55.00
				\$831.63
ALL CITY MANAGEMENT SERVICES, INC	88082	111-7010-421.56-41	SCHOOL GUARD CROSSING SVC	12,453.39
				\$12,453.39
AMAZON.COM SERVICES, INC.	14LH-V3GJ-HKDK	111-6010-451.61-20	OFFICE SUPPLIES	33.91
	16HQ-6N99-7XVW	111-6010-451.61-20	OFFICE SUPPLIES	246.68
	1DJM-NXC4-WFGL	111-6010-451.61-20	OFFICE SUPPLIES	27.30
	16JP-3XLX-9TWC	111-6010-466.55-50	HALLOWEEN SUPPLIES	154.26
	16QK-X1G1-4MR1	111-6010-466.55-50	HALLOWEEN SUPPLIES	225.86
	16V7-M6FN-41HG	111-6010-466.55-50	HALLOWEEN SUPPLIES	471.65
	1G6R-KWJ3-1KK9	111-6010-466.55-50	HALLOWEEN SUPPLIES	133.90
	1PWD-JTTK-V4WV	111-6010-466.55-50	HALLOWEEN SUPPLIES	2,369.74
	1RG4-YK4L-3VM6	111-6010-466.55-50	HALLOWEEN SUPPLIES	148.28
	1QMQ-3CG1-Q4QD	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	1,410.84
	1X4P-VVFG-4PXY	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	422.38
	1YVL-TW4W-JJNM	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	18.36
	1311-KRMT-JJV4	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	821.40
	13Y9-P4DP-6RRL	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	364.82
	13TC-W7PK-7X3X	111-6060-466.33-20	RECREATION CLASSES	88.72
	1KV1-6N67-CXX9	111-6060-466.33-20	RECREATION CLASSES	92.58

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AMAZON.COM SERVICES, INC.	1XGC-WFKP-77QD	111-6060-466.33-20	RECREATION CLASSES	771.70
	1LR3-W74J-16JC	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	74.03
	1P61-H6PD-RH1K	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	89.26
	1PJP-CDM3-16Q6	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	8.78
	1T1K-RLHH-1L7K	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	68.67
	1KDQ-C9YG-7MPW	111-6065-466.61-20	SENIOR PROGRAM SUPPLIES	189.17
	1PLT-N49D-4MYN	111-6065-466.61-20	SENIOR PROGRAM SUPPLIES	944.40
	1XG9-G7RK-W173	111-6065-466.61-20	SENIOR PROGRAM SUPPLIES	348.81
	11VV-N431-DYHN	111-8020-431.61-20	HALLOWEEN DECORATIONS	380.79
	1WVJ-1D1C-4DDG	111-8020-431.61-20	HALLOWEEN DECOARTIONS	131.24
				\$10,037.53
AMSTERDAM PRINTING AND LITHO	7445199	111-0110-411.56-23	OUTREACH SUPPLIES COUNCIL	1,427.22
	7471094	111-0110-411.56-23	OUTREACH SUPPLIES COUNCIL	2,516.02
	7445230	111-0110-411.56-25	OUTREACH SUPPLIES COUNCIL	411.11
				\$4,354.35
ANNA MURILLO	20000004.002	111-0000-228.20-00	RESERVATION DEPOSIT REFUND	500.00
				\$500.00
ANTHEM SPORTS, LLC	381179	111-8023-451.61-20	MATERIALS BASKETBALL COURT	893.97
				\$893.97
AT&T	10/5/23-11/4/23	111-7040-421.56-41	PD INMATE PHONE SERVICE	100.94
				\$100.94
AT&T PAYMENT CENTER	8/28/23-9/27/23	111-7040-421.56-41	PD PHONE SERVICE	4,534.04
				\$4,534.04
AUTO ZONE	4075750757	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	220.39
	4075758530	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	19.83
	4075758832	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	814.34
	4075758883	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	66.11
	4075759936	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	61.96
	4075768019	111-7010-421.43-20	PARTS FOR PD UNIT	112.44
	4075768030	111-7010-421.43-20	PARTS FOR PD UNIT	374.83
	4075768129	111-7010-421.43-20	PARTS FOR PD UNIT	22.04
	4075773099	111-7010-421.43-20	PARTS FOR PD UNIT	45.03
	4075756724	111-8085-431.43-21	PARTS FOR SHUTTLE	82.68
	4075750619	741-8060-431.43-20	CAR PARTS FOR PW UNITS	161.16
	4075756530	741-8060-431.43-20	CAR PARTS FOR PW UNITS	54.11
	4075756906	741-8060-431.43-20	CAR PARTS FOR PW UNITS	63.28
	4075770122	741-8060-431.43-20	PARTS FOR PW UNIT	198.99
	4075773860	741-8060-431.43-20	TOW HITCH-PW UNIT	68.95
	4075773861	741-8060-431.43-20	TOW HITCH-PW UNIT	68.95
				\$2,435.09
BAVCO	237228	111-8022-419.43-10	SUPPLIES FOR CITY HALL	189.63
	240769	111-8023-451.43-10	REPLACEMENTS SALT LAKE PARK	677.49
	237229	535-8090-452.61-20	LANDSCAPING SUPPLIES	56.34
	237230	535-8090-452.61-20	LANDSCAPING SUPPLIES	72.32

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BAVCO	237231	535-8090-452.61-20	LANDSCAPING SUPPLIES	113.56
	237232	535-8090-452.61-20	LANDSCAPING SUPPLIES	67.03
	239022	535-8090-452.61-20	LANDSCAPING SUPPLIES	1,307.57
				\$2,483.94
BEAR ELECTRICAL SOLUTIONS, INC	20446	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	3,512.50
	20474	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	6,350.00
				\$9,862.50
BENEFIT ADMINISTRATION CORPORATION	6031197-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	50.00
	6031247-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	50.00
	6031285-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	50.00
	6031342-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	50.00
				\$200.00
BLACK AND WHITE EMERGENCY VEHICLES	5254	111-7010-421.43-20	INSTALLATION AND WIRING	608.27
	5255	111-7010-421.43-20	INSTALLATION AND WIRING	1,999.94
				\$2,608.21
BUENA PARK HONDA	508384	111-7010-421.43-20	REPLACE PART-PD UNIT	83.57
				\$83.57
CAL-LIFT INC	20157281	741-8060-431.43-20	PARTS FOR FORKLIFT	1,636.65
				\$1,636.65
CANNON CORPORATION	86201	681-8030-461.43-30	WATER ENGINEERING INVESTIGATION	2,819.50
				\$2,819.50
CASILLAS, EMILIA	000025079	681-0000-228.70-00	WATER REFUND	826.16
				\$826.16
CENTRAL BASIN MWD	HP-SEP23	681-8030-461.41-00	IMPORTED WATER SEPTEMBER	158,351.18
				\$158,351.18
CENTRAL FORD	33230	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	156.39
	33230 (33230)	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	19.85
	33453	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	507.92
	33611	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	549.77
	33613	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	265.70
	33666	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	114.83
	33744	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	294.49
	33783	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	190.95
	33936	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	68.60
	33787	741-8060-431.43-20	PART FOR PW UNIT	58.17
	33823	741-8060-431.43-20	PART FOR PW UNIT	284.77
	34136	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	370.81
CHAMPION CJD	698211	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	204.69
	698212	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	91.39
				\$296.08
CHARTER COMMUNICATIONS	0514415093023	111-7040-421.56-41	INTERNET CLOUD BACK UP PD	669.85
	170094701100123	111-7040-421.56-41	FIBER INTERNET POLICE DEPT	1,650.00
				\$2,319.85

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHRISTINA PARRA HERNANDEZ	23PD-09	111-7010-421.56-41	JAILER CUSTODY OFC. SVCS	300.00
				\$300.00
CINDI CAYAX	2536	111-6065-451.57-46	ZUMBA CLASSES	455.00
				\$455.00
CINTAS CORPORATION NO 3	1904272769	111-8020-431.61-20	SUPPLIES FOR PW	396.81
				\$396.81
CITY OF HUNTINGTON PARK	000000261	681-0000-228.70-00	WATER REFUND	145.59
				\$145.59
CLINICAL LAB OF SAN BERNARDINO, INC	2301643	681-8030-461.56-41	WATER QUALITY TESTING	967.00
				\$967.00
CMDBARR PROPERTY HOLDINGS LLC	08012023	239-5280-490.51-05	EMERGENCY HOUSING ASST PRG	285.00
	09012023	239-5280-490.51-05	EMERGENCY HOUSING ASST PRG	1,285.00
	10012023	239-5280-490.51-05	EMERGENCY HOUSING ASST PRG	1,285.00
				\$2,855.00
COALITION FOR RESPONSIBLE COMMUNITY	FM1379	111-7024-421.56-41	JANITORIAL SERVICES	4,652.84
	FM1395	111-7024-421.56-41	JANITORIAL SERVICES	2,497.59
	FM1379	111-8020-431.56-41	JANITORIAL SERVICES	1,971.20
	FM1395	111-8020-431.56-41	JANITORIAL SERVICES	1,805.01
	FM1379	111-8022-419.56-41	JANITORIAL SERVICES	5,614.05
	FM1395	111-8022-419.56-41	JANITORIAL SERVICES	2,038.39
	FM1379	111-8023-451.56-41	JANITORIAL SERVICES	15,028.69
	FM1395	111-8023-451.56-41	JANITORIAL SERVICES	7,177.77
				\$40,785.54
COLIMA GLASS & WINDOW CORP	4925	111-8023-451.43-10	COMM CENTER WINDOW REPLACEMENT	1,900.00
				\$1,900.00
COMMONWEALTH LAND TITLE COMPANY	00036469	681-8030-461.42-05	TITLE REPORT FOR PARCEL	950.00
				\$950.00
COMMUNITY VETERINARY HOSPITAL INC	502086	111-7010-421.56-41	BOARDING SERVICES K-9	1,386.00
	502211	111-7010-421.56-41	BOARDING SERVICES K-9	201.00
	505834	111-7010-421.56-41	LAB SVCS MEDICATION K-9	763.00
	505923	111-7010-421.56-41	LAB SVCS MEDICATION K-9	775.25
	505957	111-7010-421.56-41	BOARDING SERVICES K-9	351.00
				\$3,476.25
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-231010022	221-8014-429.56-41	TRAFFIC SIGNAL MAINT CITY	581.43
				\$581.43
DAPEER, ROSENBLIT & LITVAK	21162	111-5020-411.32-70	LEGAL SERVICES	970.70
	22094	111-5020-411.32-70	PROFESSIONAL SVCS	350.10
	22096	111-5020-411.32-70	PROFESSIONAL SVCS	4,572.25
	22097	111-5020-411.32-70	PROFESSIONAL SVCS	462.81
	22098	111-5020-411.32-70	PROFESSIONAL SVCS	434.64
	22099	111-5020-411.32-70	PROFESSIONAL SVCS	4,267.43
	22100	111-5020-411.32-70	PROFESSIONAL SVCS	231.53

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DAPEER, ROSENBLIT & LITVAK	22095	111-7010-421.56-41	LEGAL SERVICES	38.90
				\$11,328.36
DATA TICKET INC.	156093	111-5055-419.56-41	CODE ENFORCEMENT PROCESSING	1,893.50
	156668	111-5055-419.56-41	CODE ENFORCEMENT PROCESSING	957.50
	156716	111-7040-421.56-41	CODE ENFORCEMENT PROCESSING	36.50
	156815	111-7040-421.56-41	CODE ENFORCEMENT PROCESSING	17.50
	157448	111-9010-415.56-15	DAILY CITATION PROCESSING	12,780.21
				\$15,685.21
DATAPROSE, INC.	DP2303973	681-3022-415.53-20	WATER BILLS AND POSTAGE	2,014.35
	DP2303973	681-3022-415.56-41	WATER BILLS AND POSTAGE	1,051.35
				\$3,065.70
DELPAR CORP	000019879	681-0000-228.70-00	WATER REFUND	795.64
				\$795.64
DEPARTMENT OF JUSTICE	685311	111-7010-421.56-41	FINGERPRINT APPS	307.00
				\$307.00
DF POLYGRAPH	2023/7	111-7010-421.56-41	POLYGRAPH EXAMINATION	200.00
				\$200.00
DR HYDRAULICS, INC	2970	741-8060-431.43-20	REPAIRS TO HYDRAULIC HOST	1,706.04
				\$1,706.04
DUNN EDWARDS CORPORATION	2009A18040	111-8024-421.43-10	PAINT FOR PD BUILDING	746.66
	2009A17370	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.22
	2009A18475	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	998.35
				\$2,690.23
EADIE AND PAYNE, LLP	144085	111-3010-415.32-40	AUDIT FINANCIAL STATEMENT	71,500.00
				\$71,500.00
FAIR HOUSING FOUNDATION	09302023	239-5210-463.57-87	PERSONNEL COST OPERATION	1,947.52
				\$1,947.52
FM THOMAS AIR CONDITIONING INC	45847	111-7024-421.56-41	PREVENTATIVE QT MAINTENANCE	581.90
	45847	111-8020-431.56-41	PREVENTATIVE QT MAINTENANCE	158.70
	45847	111-8022-419.56-41	PREVENTATIVE QT MAINTENANCE	2,697.90
	45847	111-8023-451.56-41	PREVENTATIVE QT MAINTENANCE	1,851.50
				\$5,290.00
GEORGE CHEVROLET	149820CVW	741-8060-431.43-20	PARTS FOR PW UNITS	140.57
	149928CVW	741-8060-431.43-20	PARTS FOR PW UNIT	32.67
	150046CVW	741-8060-431.43-20	PARTS FOR PW UNIT	498.28
	CTCS437232	741-8060-431.43-20	REPAIR-PD UNIT COMPUTER	206.50
	CTCS438734	741-8060-431.43-20	REPAIR FOR PD UNIT	286.66
				\$1,164.68
GEOSYNTEC CONSULTANTS, INC.	529934	111-5010-419.56-49	PROFESSIONAL SVCS	86,626.17
				\$86,626.17
GLOBAL URBAN STRATEGIES, INC.	447	241-5030-419.56-41	CALHOME PROGRAM	2,132.50
				\$2,132.50

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GLOCK PROFESSIONAL, INC.	TRP/100187677	111-7010-421.59-10	ARMORERS COURSE	250.00
				\$250.00
GRAINGER	9848915832	111-7010-421.43-20	PART FOR PD UNIT	213.30
	830233854	741-8060-431.43-20	PART FOR PW	50.73
	9860057976	741-8060-431.43-20	PART-TRAILER UNIT	80.81
				\$344.84
GUTIERREZ BACKGROUND INVESTIGATIONS	2023-10	111-7010-421.56-41	FULL EMPLOYEE BACKGROUND	1,000.00
				\$1,000.00
HAJOCA CORPORATION	S168856969.002	111-8024-421.43-10	FAUCETS FOR MENS RR AT PD	1,856.21
				\$1,856.21
HASA, INC.	907758	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	367.73
	907760	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	297.67
	910066	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	408.59
	910068	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	324.73
	910069	681-8030-461.41-00	SODIUM HYPOCHLORITE 12	622.40
	913923	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	365.32
	913925	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	313.25
	923574	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	471.24
	923576	681-8030-461.41-00	SODIUM HYPOCHLORITE 12	340.97
	925133	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	381.35
	925134	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	324.73
	925135	681-8030-461.41-00	SODIUM HYPOCHLORITE 12	270.61
				\$4,488.59
HOME DEPOT - PUBLIC WORKS	1022158	111-8010-431.61-20	SAND BAGS DURING HURRICANE	1,334.03
	1972641	111-8010-431.61-20	WASHED PLASTER SAND	198.25
	1972642	111-8010-431.61-20	PALLET DEPOSIT	165.38
	7513427	111-8010-431.61-20	MATERIALS FOR SIDEWALK	742.81
	7541215	111-8010-431.61-20	TOOLS NEEDED PACIFIC INTERSECTION	12.11
	9274709	111-8020-431.43-10	AIR CIRCULATOR WET VAC	616.26
	9362748	111-8022-419.43-10	CONDENSATION AC LINE	276.91
	9362777	111-8022-419.43-10	AIR CIRCULATOR	284.38
	273914	111-8023-451.43-10	FREEDOM PARK SUPPLIES	130.40
	5972103	111-8023-451.43-10	MATERIALS JOB SALT LAKE P	622.45
	1971425	111-8095-431.61-50	GRAFFITI REMOVAL SUPPLIES	247.22
	534173	221-8014-429.61-20	SUPPLIES FOR TRAFFIC SIGN	821.05
	7362729	535-8090-452.61-20	PARTS FOR BROKEN IRRIGATION	88.71
	9273939	535-8090-452.61-20	SUPPLIES PARK LANDSCAPING	36.54
IDEAL LIGHTING	124263	111-8020-431.61-20	HALLOWEEN SUPPLIES	1,768.19
	124295	111-8023-451.43-10	LIGHT REPLACEMENT SALT LAKE PK	1,581.59
				\$3,349.78
IMPACT TIRE SERVICE	7609	741-8060-431.43-20	TIRE REPAIR	50.00
				\$50.00

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INFRASTRUCTURE ARCHITECTS INC	423	111-5010-419.56-41	ARCHITECTURAL SVCS	4,908.00
				\$4,908.00
INFRASTRUCTURE ENGINEERS	28785	111-5010-419.56-49	BUILDING SAFETY CONSULTING	26,389.10
	28788	111-5010-419.56-49	PLANNING SERVICES	8,820.00
	28789	111-5010-419.56-49	BUILDING SAFETY SERVICES	39,776.00
	28830	111-8031-433.76-17	6900.39 CIP2022-12	9,632.60
	28839	111-8080-431.56-62	CITY ENGINEERING SVCS	25,718.50
	28821	202-8080-431.76-23	CIP 2019-14ATP CYCLE V	7,850.00
	28828	210-8080-434.56-41	6900.40 CIP 2022 HP	12,334.25
	28839	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28839	681-8030-461.56-41	CITY ENGINEERING SVCS	14,500.00
				\$150,753.45
INNER CITY VISIONS	0273ADJ671	239-5210-463.56-41	CONTRACTUAL SVCS	875.00
	1020	239-5210-463.56-41	HOMELESS OUTREACH COMM DEV	9,896.00
				\$10,771.00
JCL TRAFFIC	121142	221-8012-429.61-20	REPLACED SIGNS	1,757.27
				\$1,757.27
JERRY'S AUTO BODY, INC.	32911	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	3,994.14
				\$3,994.14
JIMENEZ'S BRAKES & ALIGNMENTS INC	61815	111-7010-421.43-20	SERVICE TO PD UNIT	45.00
				\$45.00
JJCO HOLDINGS	000024719	681-0000-228.70-00	WATER REFUND	154.53
				\$154.53
JOEL GORDILLO	JG202310	111-1010-411.56-41	MEDIA TECHNICIAN SERVICE	1,650.00
				\$1,650.00
JONES LUMBER COMPANY, INC	321548	111-8010-431.61-20	MATERIALS FOR BLEACHERS	465.56
				\$465.56
JTB SUPPLY COMPANY INC	112568	221-8014-429.74-10	TRAFFIC DETECTION CAMERAS	11,846.36
				\$11,846.36
KALBAN, INC.	2306-2	239-5210-463.73-01	CIP 2022-10 CDBG ADA RECO	132,875.78
	2306-2	334-8010-431.73-10	CIP 2022-10 CDBG ADA RECO	208,601.72
				\$359,450.00
KEYSTONE UNIFORM DEPOT	069757	111-7010-421.61-20	T SHIRTS FOR UNIFORMS PD	3,791.72
	069758	111-7010-421.61-20	SUPPLIES FOR POLICE DEPT	1,999.94
				\$5,791.66
KIMBALL MIDWEST	101477850	535-8016-431.61-45	PW SUPPLIES	123.08
	101464746	741-8060-431.43-20	PW SUPPLIES	604.17
	101467631	741-8060-431.43-20	PW SUPPLIES	567.64
	101473612	741-8060-431.43-20	PW SUPPLIES	593.16
	101490704	741-8060-431.43-20	PW SUPPLIES	216.62
	101493445	741-8060-431.43-20	PW SUPPLIES	89.64
	101502895	741-8060-431.43-20	FLEET SUPPLIES	446.51
	101517441	741-8060-431.43-20	FLEET SUPPLIES	446.51
	101535033	741-8060-431.43-20	FLEET SUPPLIES	575.79

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KIMBALL MIDWEST	101540549	741-8060-431.43-20	BRAKE CLEANER FOR UNITS	583.33
	101543000	741-8060-431.43-20	FLEET SUPPLIES	190.93
				\$4,437.38
KLGV INVESTMENTS II LLC	06012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	1,575.00
	07012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	1,575.00
	08012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	1,575.00
				\$4,725.00
KONICA MINOLTA BUSINESS SOLUTIONS	289902918	111-6010-451.56-41	COPIER LEASE	736.36
	289914026	111-6010-451.56-41	COPIER LEASE	241.40
				\$977.76
L & A SPOTFREE, LLC	000024577	681-0000-228.70-00	WATER REFUND	410.00
				\$410.00
LA GLOBAL SECURITY & INVESTIGATION	1	111-7010-421.56-41	PROFESSIONAL SVCS	4,625.00
				\$4,625.00
LAN WAN ENTERPRISE, INC	74488	111-0210-413.43-05	CITY MANAGERS PRINTER	588.55
	74507	111-7010-419.43-15	CONTRACTUAL SVCS OCT 23	26,361.30
	74553	111-7010-421.73-10	TV WALL MOUNT POLICE DEPT	2,569.26
	74554	111-7010-421.73-10	MONITOR FOR POLICE DEPT	2,322.99
	74181	111-8020-431.61-20	LAPTOP FOR PACIFIC BILLBOARD	1,671.14
	74507	111-9010-419.43-15	CONTRACTUAL SVCS OCT 23	26,361.30
	74539	111-9010-419.56-41	MONTHLY ADD ONS	3,399.00
				\$63,273.54
LB JOHNSON HARDWARE CO.	129197	111-8023-451.43-10	SUPPLIES DRINKING FOUNTAIN	89.74
	128999	741-8060-431.43-20	PARTS FOR FORKLIFT	11.11
				\$100.85
LC ACTION POLICE SUPPLY	457657	111-7010-421.61-20	SUPPLIES FOR ERT	852.70
				\$852.70
LIEBERT CASSIDY WHITMORE	252078	111-0220-411.32-70	PROFESSIONAL SVCS	19,369.00
				\$19,369.00
LINDA V LEYVA	57522-000159	111-9010-419.56-41	PROFESSIONAL PHOTOGRAPHY	280.00
				\$280.00
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0430739	111-7040-421.56-41	HAZARDOUS MATERIALS	454.00
	IN0429945	681-8030-461.42-05	HAZARDOUS MATERIALS	620.00
	IN0429237	741-8060-431.42-05	HAZARDOUS MATERIALS	5,148.00
				\$6,222.00
LOS ANGELES COUNTY RR/CC	10182023	111-1010-411.31-10	NOTICE OF COMPLETION	23.00
				\$23.00
LUXURY AUTO BODY	PW6026	741-8060-431.43-20	BODY FOR PW UNIT	6,982.88
	PW6027	741-8060-431.43-20	BODY AND COSMETIC PARK UNIT	2,681.74
	PW6028	741-8060-431.43-20	REPAIRS PARK& REC UNIT	1,412.61
	PW6030	741-8060-431.43-20	UPGRADES TO NEW PW UNIT	1,337.69
	PW6031	741-8060-431.43-20	UPGRADES TO NEW PW UNIT	1,337.69
				\$13,752.61
MAGIC JUMP RENTALS, INC.	132297	111-6010-466.55-50	HALLOWEEN SUPPLIES	1,017.26
	132296	111-6010-466.55-50	HALLOWEEN SUPPLIES	1,017.26

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MAGIC JUMP RENTALS, INC.		111-6010-466.55-50	HALLOWEEN SUPPLIES	1,017.26
				\$3,051.78
MARX BROS FIRE EXTINGUISHER CO INC.	M18340	111-8022-419.56-41	SUPPLIES FOR FIRE EXTINGUISHER	114.98
	E32417	111-8023-451.56-41	ANNUAL INSPECTION FIRE	277.81
	E32418	111-8023-451.56-41	AUTOMATIC FIRE DETECTION	716.15
				\$1,108.94
MICHAEL BAKER INTERNATIONAL INC.	1193799	239-5060-463.56-41	PROFESSIONAL SVCS	18,122.50
				\$18,122.50
MK DIAMOND PRODUCTS INC	1182975	741-8060-431.43-20	VARIOUS PARTS CONCRETE	238.99
				\$238.99
MODEL 1 COMMERCIAL VEHICLES	XA107002633:01	111-8085-431.43-21	PARTS FOR SHUTTLES	82.54
	XA128014663:01	111-8085-431.43-21	PARTS FOR SHUTTLES	113.19
				\$195.73
MOOGUN INVESTMENT LLC.	000023577	681-0000-228.70-00	WATER REFUND	939.44
				\$939.44
MOTOROLA SOLUTIONS, INC	1411028291	111-7010-421.56-41	ENHANCED PUSH TALK APPLICATION	7,020.00
				\$7,020.00
MROD EMBLEMS LLC	HPPD2336	111-7010-421.61-20	HP POLICE SWAT PATCHES	672.00
				\$672.00
NATIONAL EMBLEM, INC.	403199	111-7010-421.61-20	UNIFORM PATCHES FOR PD	667.77
				\$667.77
NOBEL SYSTEMS, INC	15777	111-8010-415.56-41	GEOVIEWER ANNUAL SUBS	93,600.00
	15777	111-8030-461.56-42	GEOVIEWER ANNUAL SUBS	11,183.33
				\$104,783.33
O'REILLY AUTO PARTS	2959-363689	741-8060-431.43-20	PW SUPPLIES	-44.00
	2959-376083	741-8060-431.43-20	PW SUPPLIES	49.94
	2959-379768	741-8060-431.43-20	PW SUPPLIES	410.93
	2959-383064	741-8060-431.43-20	PART FOR PW	33.06
	2959-383065	741-8060-431.43-20	PART FOR PW	33.06
	2959-383066	741-8060-431.43-20	PART FOR PW	19.67
	2959-383067	741-8060-431.43-20	PART FOR PW	39.34
				\$542.00
OEM AUTO PAINT SUPPLIES	155552	111-8095-431.61-50	GRAFFITI REMOVAL PAINT	624.66
	155319	535-8090-452.61-20	MATERIAL-BASKETBALL COURT	437.31
				\$1,061.97
OK PRINTING DESIGN & DIGITAL PRINT	3143	111-6010-466.55-50	HALLOWEEN EVENT FLYERS	450.00
				\$450.00
PARS	54103	111-9010-419.56-41	PARS ARS FEES	691.02
	54169	216-3010-415.56-41	PARS REP FEES INVOICE	2,687.83
				\$3,378.85
PITNEY BOWES	1024035491	111-9010-419.53-20	RED INK CARTRIDGE	320.29
				\$320.29
PRO FORCE LAW ENFORCEMENT	530583	111-7010-421.61-20	SUPPLIES FOR POLICE DEPT	1,480.55
				\$1,480.55
PSYCHOLOGICAL CONSULTING ASSOC, INC	526568	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	880.00

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PSYCHOLOGICAL CONSULTING ASSOC, INC	526715	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	462.00
				\$1,342.00
QDOXS	IN54880-A	111-8020-431.43-05	XEROX COPIER CONTRACT	25.91
	IN54880-B	285-8050-432.43-05	XEROX COPIER CONTRACT	25.91
	IN54880-C	681-8030-461.43-05	XEROX COPIER CONTRACT	25.90
				\$77.72
QUINN COMPANY	PC81098283	741-8060-431.43-20	PARTS FOR PW UNIT	123.67
	PC810988724	741-8060-431.43-20	PARTS FOR PW UNIT	123.67
	PC810990671	741-8060-431.43-20	PARTS FOR PW UNIT	120.21
				\$367.55
R & A TANK TECHNOLOGIES LLC	092523-34	741-8060-431.43-20	INSPECTION-SEP. 2023	150.00
				\$150.00
RINCON CONSULTANTS, INC.	51892	111-9050-462.56-41	TRANSMITTAL INVOICE	12,535.00
				\$12,535.00
SILVA, SAMUEL	000025065	681-0000-228.70-00	WATER REFUND	237.43
				\$237.43
SINATRA UNIFORM, INC	SU10989	111-7010-421.61-20	UNIFORM FOR PD	240.12
	SU10990	111-7010-421.61-20	UNIFORM FOR PD	101.81
				\$341.93
SOUTH COAST AIR QUALITY MGMT DISTR.	4247320	681-8030-461.42-05	FLAT FEE FOR FY 23 EMISSION	1,808.47
	4249605	681-8030-461.42-05	FLAT FEE FOR FY 23 EMISSION	160.35
				\$1,968.82
SOUTHERN CALIFORNIA EDISON	8/3/23-8/31/23	111-9010-419.62-10	ELECTRICAL SVC VARIOUS CITY PARKING	340.57
	8/24/23-9/24/23	111-9010-419.62-10	ELECTRICAL SVC FOR ST LIGHT	60.74
	8/16/23-9/14/23	111-9010-419.62-10	ELECTRICAL SVC 6900 BISSELL	3,408.32
	8/4/23-9/4/23	111-9010-419.62-10	ELECTRICAL SVC 55ST/ PACIFIC	80.91
	8/4/23-9/4/23	111-9010-419.62-10	ELECTRICAL SVC 6542 & 6538 MILES AVE	16,082.48
	7/7/23-8/20/23	111-9010-419.62-10	ELECTRICAL BILL COURT HOUSE SVCS	5,060.69
	8/4/23-9/19/23	111-9010-419.62-10	ELECTRICAL BILL COURT HOUSE SVCS	3,603.43
	7/18/23-8/15/23	681-8030-461.62-20	ELECTRICAL BILL BEAR/ FLORENCE	7,879.03
	8/16/23-9/14/23	681-8030-461.62-20	ELECTRICAL BILL BEAR/ FLORENCE	7,895.07
	6/29/23-8/15/23	111-9010-419.62-10	ELECTRICAL SVC VARIOUS LOCATION	5,458.89
	6/29/23-8/15/23	111-9010-419.62-10	ELECTRICAL SVC VARIOUS LOCATION	24,316.87
	6/29/23-8/15/23	681-8030-461.62-20	ELECTRICAL SVC VARIOUS LOCATION	19,850.52
	8/31/23-10/1/23	111-9010-419.62-10	ELECTRICAL BILL TRAFFIC SIGNAL	4,964.63
	6/30/23-8/1/23	111-9010-419.62-10	ELECTRICAL BILL TRAFFIC SIGNAL	4,837.47
				\$103,839.62
SOUTHWEST MATERIAL HANDLING, INC	SPINV-049787	741-8060-431.43-20	PARTS-FORKLIFT	541.30
				\$541.30
SPARKLETTS	15142085042122	111-9010-419.61-20	DRINKING WATER SVCS	690.94
				\$690.94
SPARTANS CARWASH	160	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00
	161	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00
	163	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00

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SPARTANS CARWASH	164	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00
	165	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00
	166	111-7010-421.43-20	PD CAR WASHES AUG-SEPT	275.00
				\$1,650.00
SPORTS FACILITIES GROUP INC	A16258	111-6010-451.74-10	BASKETBALL SUPPLIES	7,999.83
				\$7,999.83
STAPLES ADVANTAGE	8071813006	111-0110-411.66-05	OFFICE SUPPLIES	542.72
	8071813006	111-0210-413.61-20	OFFICE SUPPLIES	67.65
	8071813006	111-0310-413.61-20	OFFICE SUPPLIES	108.78
	8071813006	111-1010-411.61-20	OFFICE SUPPLIES	69.22
	8071813006	111-5010-419.61-20	OFFICE SUPPLIES	536.34
	8071813006	111-7010-421.61-20	OFFICE SUPPLIES	1,511.22
				\$2,835.93
STAR2STAR COMMUNICATIONS LLC	SUBC00011472	111-9010-419.53-10	MONTHLY FEES SEPTEMBER	10,805.42
				\$10,805.42
SUPER BIRTHDAY INC	29263	111-6010-466.55-50	HALLOWEEN RENTALS	1,000.00
	29264	111-6010-466.55-50	HALLOWEEN RENTALS	1,000.00
				\$2,000.00
SUPERION, LLC	391974	111-9010-419.43-15	FINANCIAL SYSTEMS	14,885.88
				\$14,885.88
T-MOBILE USA	9/21-10/20/23	111-9010-419.53-10	CITY WIDE PHONES	500.65
				\$500.65
T2 SYSTEMS CANADA INC.	INVSTD000006580	111-5055-419.56-41	T2 PARKING MACHINE KEYS	68.38
				\$68.38
TERESA MINERVA SANTOYO MORENO	4	111-2030-413.64-05	TACOS FOOD CATERING	1,620.00
				\$1,620.00
THE HITT COMPANIES, INC	OE-123634	111-6010-451.56-41	ENGRAVING SERVICES	14.53
				\$14.53
TIME WARNER CABLE	106964801100123	111-7040-421.56-41	ICI SYSTEM JPA	642.38
	170094601100123	111-7040-421.56-41	FIBER INTERNET POLICE DEPT	380.72
				\$1,023.10
TIREHUB, LLC	37200755	111-7010-421.43-20	PARTS FOR PD UNIT	392.23
	37525663	111-7010-421.43-20	PARTS FOR PD UNIT	583.98
				\$976.21
TRIANGLE SPORTS	42176	111-6030-451.61-35	BASKETBALL SUPPLIES	480.16
	42177	111-6030-451.61-35	BASKETBALL SUPPLIES	324.12
				\$804.28
TYLER TECHNOLOGIES, INC.	045-438778	111-9050-419.43-15	FINANCIAL SYSTEMS	63,554.40
	045-440180	111-9050-419.43-15	FINANCIAL SYSTEMS	6,520.00
	045-440980	111-9050-419.43-15	FINANCIAL SYSTEMS	3,270.68
				\$73,345.08
U.S. ARMOR CORPORATION	43303	111-7010-421.73-10	PD BULLET PROOF VEST	776.82
	43332	111-7010-421.73-10	PD BULLET PROOF VEST	776.82
				\$1,553.64
ULINE	168842010	111-7010-421.43-20	PARTS FOR PD UNIT	267.83

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ULINE	169566288	111-7010-421.73-10	SUPPLIES FOR POLICE DEPT	2,094.50
	169346811	111-8010-431.61-20	SUPPLIES FOR ST DEPT	317.73
	169451833	111-8022-419.43-10	FIRE EXIT SIGNS COURTHOUSE	79.03
				\$2,759.09
UNITED ROCK PRODUCTS	3348271	111-8010-431.61-20	SUPPLIES-PW PROJECTS	1,122.28
				\$1,122.28
UPWARD SOLUTIONS	23-1008	111-5010-419.56-41	PROJECT ADVOCACY AND LABOR	5,000.00
				\$5,000.00
VALLEY ALARM	1138050	111-8020-431.56-41	FIRE SECURITY ALARM SYSTEM	665.34
	1138050	111-8022-419.56-41	FIRE SECURITY ALARM SYSTEM	665.33
	1138050	111-8023-451.56-41	FIRE SECURITY ALARM SYSTEM	715.28
				\$2,045.95
VALLEY VISTA SERVICES INC	0005467172	111-8027-431.56-59	SOLID WASTE HANDLING SVCS	19,130.00
				\$19,130.00
VELADA CONSULTING LLC	53	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
				\$7,500.00
WEST & ASSOCIATES ENGINEERING, INC	1008.16.23-10B	111-8031-433.76-17	MANAGEMENT NPDES SYTEM	2,950.00
	1008.16.06-17	202-8080-431.76-21	PS&E SVCS CIP 2018-11 ATP	260.00
				\$3,210.00
WESTERN EXTERMINATOR COMPANY	263604C	111-7024-421.56-41	EXTERMINATOR SVC MAY3	65.95
	300053C	111-7024-421.56-41	EXTERMINATOR SVC AUG 29	65.95
	311653C	111-7024-421.56-41	EXTERMINATOR SVC SEPT 24	65.95
	263604C	111-8020-431.56-41	EXTERMINATOR SVC MAY 10	81.70
	300053C	111-8020-431.56-41	EXTERMINATOR SVC AUG 29	91.50
	311653C	111-8020-431.56-41	EXTERMINATOR SVC SEPT 24	91.50
	263604C	111-8022-419.56-41	EXTERMINATOR SVC MAY 15	59.90
	263604C	111-8022-419.56-41	EXTERMINATOR SVC MAY 3	59.90
	300053C	111-8022-419.56-41	EXTERMINATOR SVC AUG 29	59.90
	300053C	111-8022-419.56-41	EXTERMINATOR SVC AUG 8	59.90
	311653C	111-8022-419.56-41	EXTERMINATOR SVC SEPT 23	59.90
	311653C	111-8022-419.56-41	EXTERMINATOR SVC SEPT 24	59.90
	263604C	111-8023-451.56-41	EXTERMINATOR SVC MAY 10	53.15
	300053C	111-8023-451.56-41	EXTERMINATOR SVC AUG 29	53.15
	311653C	111-8023-451.56-41	EXTERMINATOR SVC SEPT 24	53.15
	263604C	535-8090-452.56-60	EXTERMINATOR SVC MAY 3	154.85
300053C	535-8090-452.56-60	EXTERMINATOR SVC AUG 18	173.45	
311653C	535-8090-452.56-60	EXTERMINATOR SVC	173.45	
				\$1,483.15
WEX BANK	92400600	111-7010-421.43-20	FUEL PURCHASE PD DEPT	2,512.76
				\$2,512.76
WHITTIER POLICE DEPARTMENT	24MAV001	111-7010-421.43-20	ANNUAL MUTUAL VEH. MAINT	500.00
				\$500.00
XEROX FINANCIAL SERVICES	4850288-A	111-8020-431.43-05	LEASE PAYMENT XEROX COPIER	59.99
	4850288-B	285-8050-432.43-05	LEASE PAYMENT XEROX COPIER	59.99

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
XEROX FINANCIAL SERVICES	4850288-C	681-8030-461.43-05	LEASE PAYMENT XEROX COPIER	59.98
				\$179.96
				\$1,596,955.55

ITEM 3



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE ZONING ORDINANCE AND ZONING MAP AMENDMENTS FOR CONSISTENCY WITH THE GENERAL PLAN TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT UPDATE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Staff recommends that the City Council waive full reading and adopt Ordinance by title amending the municipal zoning code and zoning map for consistency with the general plan implementation of the 2021-2029 Housing Element Update.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Zoning Ordinance and Zoning Map Amendments are in response to the 2021-2029 Housing Element Update implementation process in order to implement Housing Element programs and achieve consistency with the Land Use Element and Municipal Zoning Code, thereby achieving internal consistency with the General Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 65860 requires that the City's zoning ordinances be consistent with the General Plan. Adoption of zoning ordinance and zoning map amendments to ensure consistency with the Housing Element and implementation of Housing Element programs is proposed to be concurrent with the Housing Element adoption.

The City has prepared the necessary environmental review, consistent with CEQA, for the Zoning Ordinance Amendment, and Zoning Map Amendment. The Environmental Assessment (EA) is found to be consistent with the California Environmental Quality Act (CEQA). By adopting the amended zoning code and zoning map, the City Council would find the proposed updates and revisions to the municipal code are exempt from

SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE ADOPTING THE ZONING ORDINANCE AND ZONING MAP AMENDMENTS

October 7, 2023

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additional environmental review, as the changes are within the scope of the EA, and there are no changed circumstances, which would cause any previously unmitigated significant environmental effect.

FISCAL IMPACT

The adoption of the proposed Ordinance has been developed as part of the implementation of the Housing Element and further programing will be developed to incorporate housing development goals. Current projects and/or programs will return to City Council via the operating budget. In addition, as new projects and programs are formed, funding sources will be identified and return to the City Council for authorization.

CONCLUSION

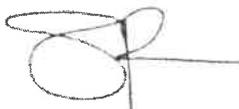
Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

Prepared by:



STEVE FORSTER
Director of Community of Development

ATTACHMENT

- A. Zoning Code Ordinance amending the municipal zoning code and zoning map for consistency with the general plan implementation of the 2021-2029 Housing Element Update
- B. Amended Zoning Map

ATTACHMENT "A"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF HUNTINGTON PARK, CALIFORNIA, AMENDING IN PART TITLE 6 “SANITATION AND HEALTH,” AND TITLE 9 “ZONING,” AND ADDING TITLE 9 “ZONING,” CHAPTER 4 “ZONING DISTRICTS,” ARTICLE 5 “OVERLAY DISTRICTS,” “TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE;” AND TITLE 9 “ZONING,” CHAPTER 3 “GENERAL REGULATIONS,” “LOW BARRIER NAVIGATION CENTERS” TO THE CITY OF HUNTINGTON PARK’S MUNICIPAL CODE FOR CONSISTENCY WITH THE GENERAL PLAN HOUSING ELEMENT.

WHEREAS, the City of Huntington Park (“City”) is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state;

WHEREAS, the Planning Commission recommends approval of the Zoning Ordinance Amendments and Zoning Map Amendments with TOD Overlay Zones to the Huntington Park Municipal Code for the associated general plan amendments and to implement the 2021-2029 Housing Element Update and Land Use Element Update;

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

SECTION 1: That Title 6 “Sanitation and Health,” Chapter 2 “Solid Waste,” Article 1 “Collection of Solid Waste” of this Code is hereby amended to read as follows:

6-2.100 Definitions.

(u) “Single-family dwelling” means a building or lot containing one dwelling unit, and includes buildings and lots with more than one dwelling unit where such dwelling units are determined by the City to be reasonably able to receive individualized solid waste collection service by an automated process utilizing carts. While for ease of interpretation the definitions of single-family dwelling and multi-family dwelling, when read together, have been drafted to include a general default so as to allow for bins rather than carts at premises having four (4) or more dwelling units, it is intended that carts will be used for solid waste collection service, rather than bins, wherever reasonable to do so. Any ambiguity as to whether a premises qualifies as a single-family dwelling or multi-family dwelling shall be resolved by the City Manager. This definition includes manufactured housing (when placed on a foundation for permanent residency) and mobile homes.

SECTION 2: That Title 9 “Zoning,” Chapter 2 “General Provisions,” Article 2 “Definitions” of this Code is hereby amended to read as follows:

9-1.203 Definitions.

Dwelling, Single-Family. “Single-family dwelling” means a residential structure containing not more than one dwelling unit entirely surrounded by open area on a single parcel. This definition includes manufactured housing (when placed on a foundation for permanent residency) and mobile homes.

Employee Housing. Employee housing providing accommodations for six or fewer employees, pursuant to Health and Safety Code Section 17021.5(b), shall be deemed a single-family dwelling. Qualified employee housing is subject to all Municipal Codes, regulations, and other standards generally applicable to single-family dwellings in the same zone.

Low-Barrier Navigation Centers. A housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
2. Pets.
3. The storage of possessions.
4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

SECTION 3: That Title 9 “Zoning,” Chapter 3 “General Regulations,” Article 8 “Off-Street Parking Standards” of this Code is hereby amended to read as follows:

9-3.804 Number of parking spaces required.

The following minimum number of parking spaces shall be provided for each use (where “sf.” refers to square foot and “Gfa.” refers to gross floor area):

USE	NUMBER OF REQUIRED SPACES
1. Residential	
Single-family detached dwellings	2 spaces within a garage, plus 1 parking space (covered or uncovered) for every bedroom after the first 2 bedrooms, and 1 uncovered guest space for every unit.
Single-family attached dwellings	2 spaces within a garage, plus 1 parking space (covered or uncovered) for every bedroom after the first 2 bedrooms, and 1 uncovered guest space for every unit.
Mobile home parks	1.5 covered spaces, plus 1 uncovered guest space for every 3 units

Multi-family residential	2 covered spaces per unit, plus 1 parking space (covered or uncovered) for every bedroom after the first 2 bedrooms, plus 1 uncovered guest space for every unit.
Small family child day care home	No additional spaces required.
Large family child day care home	2 spaces for the primary residence, plus one for loading/unloading passengers.
Residential clubs, fraternity/sorority houses, rooming houses and similar facilities with guest rooms	1 space for each 2 guest rooms.
Retirement homes, senior housing, congregate care	1 space for each 2 guest rooms.
Second dwelling	2 spaces within a garage or carport located at the rear half of the parcel, plus 1 uncovered guest parking space.
Single room occupancy	1 space for each 4 guest rooms.
Transitional and/or supportive housing	2 covered per unit, plus 1 uncovered guest space for every 3 units No parking is required if located within ½ mile of public transit
2. Commercial/office	
Commercial, retail and service uses	1 space for each 400 sf. gfa.
Multi-tenant general	1 space for each 400 sf. gfa.

The above requirements apply for all commercial centers; however, whenever delineation of individual uses is required, the following standards shall apply:

USE	NUMBER OF REQUIRED SPACES
Arcade (games/pool)	1 space for each 300 sf. of gfa.
Art/dance studio	1 space for each 300 sf. of gfa.
Automobile service, repair, painting	1 space for each service bay and 1 space for each 3,000 square feet of lot area.
Automobile sales	1 space for each 400 sf. of indoor sales area; plus 1 space for each 4,000 sf. of outdoor sales area, plus 2 spaces for each service bay.
Automobile washing (self-service)	2.5 spaces per washing stall.
Automobile washing	1 space for each 250 sf. of floor area, plus 10 spaces for each wash lane.
Banks, savings and loans	1 space for each 400 sf. of gfa.
Barber shop, beauty salon	1 spaces for each 600 sf. of gfa.
Card rooms, poker clubs	1 space for each 50 square feet of public area.
Hotels/motels	1.2 spaces for each guest room, plus requirements for any related commercial uses.
Laundry-coin operated	1 space for each 400 sf. of gfa.
Lube-n-tune shops	3 spaces for each service bay.
Lumber yards	1 space for each 800 sf. of gfa.
Mini-warehouse/storage	5 spaces adjacent to the office/ manager's unit and a 9-foot wide loading/parking aisle within any driveway adjacent to structure walls containing storage access doors in addition to the required aisle width for circulation and Fire Department access. In addition, 2 spaces adjacent to all ground level entrances in multi-story facilities.
Mortuaries and funeral homes	1 space for every 100 sf. of assembly room or floor area used for that purpose plus 1/400 for nonassembly.

USE	NUMBER OF REQUIRED SPACES
Offices (general)	1 space for each 400 sf. of gfa.
Restaurants, cafes, bars, night clubs, dance halls, banquet halls and similar establishments with or without entertainment	1 space/100 sf. of seating/assembly gfa.; 1 space/400 sf. of nonseating gfa.; 1 space/100 sf. of outdoor seating area greater than 400 sf. For establishments with more than 10,000 sf of assembly area, 1 space for each 50 sf. over 10,000 sf.
Retail commercial	1 space for each 400 sf. of gfa.
Retail nursery, garden shop	1 space for each 400 sf. of indoor display area, plus 1 space for each 1000 sf. of outdoor display area.
Service stations	3 spaces plus 2 spaces for each service bay.
Storage yard, salvage yard	1 space for each 2 employees on the junk yard, automobile largest shift, plus 1 space for wrecking yard each 1,500 sf. of lot area.
3. Commercial recreation uses.	
Bowling alley	3 spaces per lane, plus as required for incidental uses (pro shop, restaurant, bar).
Driving range	3 spaces, plus 1 space per tee.
Family fun center	1 space for each 1,000 sf. of outdoor area, plus one space for each employee, and additional spaces for incidental uses (restaurant, gift shop).
Golf course	8 spaces per hole, plus as required for incidental uses (i.e., pro shop, bar, banquet room, etc.).
Golf course, miniature	3 spaces per hole, plus as required for incidental uses (i.e., game room, food service, etc.).
Health clubs	1 space for each 150 sf. of gfa., plus as required for incidental uses.
Skating rinks	1 space for each 100 sf. of skating area, plus as required for incidental uses.
Swimming pools	1 space for each 500 sf. area related to pool and incidental facilities, plus 1 space for each 200 sf. of pool area.
Tennis/racquetball	2 spaces per court, plus as facilities required for incidental uses.
4. Educational uses.	
High-intensity educational institutions	1 space for each 35 square feet of instructional area, plus 1 space for every 400 square feet of non-instructional area, plus 1 space for every full-time and part-time employee, faculty member, and administrative staff.
Martial arts school	1 space for each 400 sf. of gfa.
Low-intensity educational institutions	1 space for each 3 students based on maximum occupancy load of each classroom, plus 1 space for each full-time and part-time employee, faculty member, and administrative staff.
5. Health related uses.	
Convalescent/nursing homes	1 space for each 6 beds, plus 1 space for each employee.
Hospitals	1.5 spaces for each bed.
Medical offices/clinics, dental offices/clinics, veterinary clinics	1 space for each 300 sf. of gfa.
6. Industrial uses.	
Industrial (general)	1 space for each 800 sf. of gfa., plus 1 space for each vehicle used in connection with the use. Additional spaces required for office and retail uses exceeding 10 percent of gfa., to be calculated using standard office/retail parking ratios.
Public utility facilities	1 space for each 2 employees on the largest shift, plus 1 space for each vehicle used in connection with the use.

USE	NUMBER OF REQUIRED SPACES
Warehouse	1 space for each 800 sf. of gfa. up to 10,000 sf. of gfa.; over 10,000 sf. of gfa., 1 space for each 1,000 sf. of gfa. Additional spaces required for office and retail uses exceeding 10 percent of gfa., to be calculated using standard office/retail parking ratios.
7. Places of assembly and institutional uses.	
Churches, conference/meeting facilities, auditoriums, clubs, lodges, union halls	1 space for each 4 seats, plus 1 space for each 100 sf. of gfa. planned for assembly purposes. For benches, 18 inches equals a seat.
Emergency shelters	1 space for every 6 adult beds, plus 1 space for each manager/assistant.
Museums, art galleries	1 space for each 400 sf. of gfa.
Theaters, movies	1 space for each 10 seats, plus 5 spaces (single screen) for employees. Add 2 spaces for each additional screen.
Wedding chapel	1 space for each 10 seats used for assembly purposes, plus 1 space for each 100 sf. of gfa. planned for assembly purposes. For benches, 18 inches equals a seat.

SECTION 4: That Title 9 “Zoning,” Chapter 3 “General Regulations,” Article 19 “Reasonable Accommodation” of this Code is hereby amended to read as follows:

9-3.1901 Purpose.

It is the City’s policy, pursuant to federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter “fair housing laws”), to provide individuals with disabilities reasonable accommodation in regulations and procedures to ensure equal access to housing, and to facilitate the development of housing for individuals with disabilities. The purpose of this Article is to ~~establish~~ provide a procedure under which a disabled person may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the jurisdiction to comply fully with the intent and purpose of fair housing laws ~~the application of zoning requirements. This Article is based on requirements of the federal and state fair housing laws, and implements the Housing Element of the City’s General Plan.~~ It is distinct from the requirements for a variance as set forth in Government Code Section 65906 and Huntington Park Municipal Code Section 9-2.901, Variances.

9-3.1902 Applicability.

Reasonable accommodation in the land use and zoning context means:

1. Providing flexibility in the application of land use, zoning, and building regulations or policies, practices, and procedures for individuals with disabilities or developers of housing for people with disabilities; and
2. Waiving certain requirements when it is necessary to eliminate barriers to housing opportunities.

An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment.

A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.

9-3.1903 Notice to the Public of Availability of Accommodation Process.

Notice of the availability of reasonable accommodation shall be prominently displayed at public information counters in the planning, zoning, and building departments, advising the public of the availability of the procedure for eligible individuals. Forms for requesting reasonable accommodation shall be available to the public in the Planning and Building departments.

9-3.1904 Definitions.

Unless it is plainly evident from the content that a different meaning is intended, certain words and phrases used in this Article are defined as follows:

“Director” means the Director of Community Development or designee.

“Disabled person” means a person who has a medical, physical or mental condition that limits a major life activity, as those terms are defined in California Government Code Section 12926, anyone who is regarded as having such a condition, or anyone who has record of having such a condition. It includes a person or persons, or an authorized representative of a disabled person. The term “disabled person” does not include a person who is currently using illegal substances.

“Fair Housing Law” means the Federal Fair Housing Act and the California Fair Employment and Housing Act, including amendments to them.

“Reasonable accommodation” means providing disabled persons flexibility in the application of land use and zoning regulations and procedures, or even waiving certain requirements, when necessary to eliminate barriers to housing opportunities. It may include such things as yard area modifications for ramps, handrails or other such accessibility improvements; hardscape additions, such as widened driveways, parking area or walkways; building additions for accessibility; tree removal; or reduced off-street parking where the disability clearly limits the number of people operating vehicles. Reasonable accommodation does not include an accommodation which would (1) impose an undue financial or administrative burden on the City or (2) require a fundamental alteration in the nature of the City’s land use and zoning regulations.

9-3.1905 Requesting reasonable accommodation.

A. Request. In order to make housing available to an individual with a disability, any eligible person as defined in Section 9-3.1902 may request a reasonable accommodation in land use, zoning and building regulations, policies, practices, and procedures. A disabled person may request a reasonable accommodation in the application of the City’s land use and zoning regulations. Such a request may include a modification or exception to the requirements for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. A reasonable accommodation cannot waive a requirement for an entitlement (e.g., Conditional Use Permit, Development Permit, General Plan Amendment, Zoning Amendment, Subdivision Map) when otherwise required or result in approval of uses otherwise

prohibited by the City's land use and zoning regulations. Requests for group homes consisting of more than six (6) clients and/or convalescent homes as defined in Section 9-1.203 of the Huntington Park Municipal Code shall require Planning Commission review and a public hearing.

~~B. Availability of Information. Information regarding this reasonable accommodation procedure shall be made available to the public within the Planning Division and shall be made available in any other manner as determined by the Director.~~

~~BC.~~ Balancing Rights and Requirements. The City will attempt to balance the privacy rights and reasonable accommodation of an applicant for confidentiality, with the land use requirements for notice and public hearing, factual findings and right to appeal, in the City's requests for information, considering an application, preparing written findings and maintaining records for a request for reasonable accommodation.

9-3.19064 Application requirements.

A. ~~Requests for reasonable accommodation shall be in writing and provide Application. The application shall include~~ the following information:

1. The applicant's name, address, and telephone number of the individual(s) requesting reasonable accommodation;
2. Address of the property for which the request is being made;
3. The name and address of the property owner, and the owner's written consent to the application;
4. The current use of the property;
- ~~5. The basis for the claim that the individual is considered disabled under the fair housing laws; identification and description of disability and its effects on the person's medical, physical or mental limitations;~~
- ~~6. The City's policy and procedure for reasonable accommodation;~~
- ~~7. The type of accommodation being requested;~~
- ~~8. The reason(s) why the accommodation is reasonable and necessary for the needs of the disabled person(s). Where appropriate, include a summary of any potential means and alternatives considered in evaluating the need for the accommodation;~~
- ~~9. Plans for reasonable accommodation shall be submitted and shall include site plan and elevation drawings indicating the proposed accommodation. The plans shall be subject to the approval of the Director or designee;~~
- ~~10. Copies of memoranda, correspondence, pictures, or background information reasonably necessary to reach a decision regarding the need for the accommodation; and~~

~~11. Other supportive information deemed necessary by the Planning Division to facilitate proper consideration of the request, consistent with fair housing laws.~~

5. Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought; and

6. Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

B. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

C. A request for reasonable accommodation in regulations, policies, practices, and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

D. If an individual needs assistance in making the request for reasonable accommodation, the jurisdiction will provide assistance to ensure that the process is accessible.

~~B. Review with Other Land Use Applications. If the project for which the reasonable accommodation is being requested also requires other entitlements (e.g., Conditional Use Permit, Development Permit, General Plan Amendment, Zoning Amendment, Subdivision Map), then the applicant shall submit the reasonable accommodation application first for a determination by the Director, before proceeding with the other applications.~~

~~C. Fee. The fee for an application for reasonable accommodation shall be established by a resolution of the City Council.~~

9-3.19075 Project review.

~~A. Approval to Review.~~

~~1. The Director or designee has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter, except as noted in Section 9-3.1905(A)(2). The Director may refer the matter to the Planning Commission as deemed appropriate.~~

~~2. The Planning Commission has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter, when referred by the Director or when a reasonable accommodation request includes any encroachment into any required setback area, results in building size increase above what is allowed in the applicable zoning district with respect to height, lot coverage and floor area ratio maximums, or whenever a reduction in required parking is requested.~~

9-3.19086 Hearings and notice.

~~A. — A notice or public hearing shall not be required for reasonable accommodation requests subject to the Director's review.~~

~~B. — Upon receipt in proper form of a reasonable accommodation application and with the City's CEQA guidelines, a hearing shall be set and notice of the hearing given in compliance with Article 17 of Chapter 2 of Title 9 of the Huntington Park Municipal Code for all applications subject to the Planning Commission's review.~~

~~9-3.1907 Decision.~~

~~A. — The Director shall render a decision or refer the matter to the Planning Commission within thirty (30) days after the application is complete, and shall approve, approve with conditions, or deny the application, based on the findings set forth in Section 9-3.1908. The decision shall be in writing and mailed to the applicant and shall specify the grounds for any denial of the application. The applicant shall be informed of the right to appeal a decision within fifteen (15) days after the decision was made in accordance with Section 9-2.2312 of the Huntington Park Municipal Code.~~

~~B. — If the application for reasonable accommodation involves another discretionary decision, the reviewing body for that decision shall accept as final the determination regarding reasonable accommodation by the Director, unless the reasonable accommodation request has been referred by the Director to the Planning Commission for consideration.~~

~~C. — If the application for reasonable accommodation is referred to or reviewed by the Planning Commission, a decision to approve, approve with conditions or deny the application shall be rendered within fifteen (15) working days after the close of the public hearing, based on the findings set forth in Section 9-3.1908.~~

9-3.1908 Required findings and other requirements.

A. Findings. The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors: ~~The reviewing authority shall approve the application, with or without conditions, if it can make the following findings:~~

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws ~~a disabled person;~~
2. The requested accommodation is necessary to make specific housing available to an individual with disabilities protected under the fair housing laws ~~a disabled person;~~
3. The requested accommodation would not impose an undue financial or administrative burden on the City; and
4. The requested accommodation would not require a fundamental alteration in the nature of a City regulation or law, including land use and zoning.

B. Other Requirements.

1. An approved request for reasonable accommodation is subject to the applicant's compliance with all other applicable zoning regulations.
2. A modification approved under this chapter is considered a personal accommodation for the individual applicant and does not run with the land.
3. Where appropriate, the reviewing authority may condition its approval on any or all of the following:
 - a. Inspection of the property periodically, as specified, to verify compliance with this section and any conditions of approval;
 - b. Removal of the improvements, where removal would not constitute an unreasonable financial burden, when the need for which the accommodation was granted no longer exists;
 - c. Time limits and/or expiration of the approval if the need for which the accommodation was granted no longer exists;
 - d. Recordation of a deed restriction requiring removal of the accommodating feature once the need for it no longer exists;
 - e. Measures to reduce the impact on surrounding uses;
 - f. Measures in consideration of the physical attributes of the property and structures;
 - g. Other reasonable accommodation that may provide an equivalent level of benefit and/or that will not result in an encroachment into required setbacks, exceedance of maximum height, lot coverage or floor area ratio, requirements specified for the zone district; and
 - h. Other conditions necessary to protect the public health, safety and welfare.

9-3.1906 Written Decision on the Request for Reasonable Accommodation.

A. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the reviewing authority's findings on the criteria set forth in Section 9-3-1908. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below. The notice of decision shall be sent to the applicant by certified mail.

B. The written decision of the reviewing authority shall be final unless an applicant appeals it to the Planning Commission, per Section 9-3.1907, Appeals.

C. If the reviewing authority fails to render a written decision on the request for reasonable accommodation within the 30-day time period allotted by Section 9-3.1907(A), the request shall be deemed granted.

D. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

9-3.1907 Appeals.

A. Within 30 days of the date of the reviewing authority's written decision, an applicant may appeal an adverse decision. Appeals from the adverse decision shall be made in writing.

B. If an individual needs assistance in filing an appeal on an adverse decision, the jurisdiction will provide assistance to ensure that the appeals process is accessible.

C. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

D. Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

SECTION 5: That Title 9 "Zoning," Chapter 3 "General Regulations," Article 20 "Emergency Shelters" of this Code is hereby amended to read as follows:

9-3.2001 Purpose.

The purpose of this Article is to ensure that the development of emergency shelters do not adversely impact adjacent parcels or surrounding neighborhood and that they are developed in a manner which protects the health, safety, and general welfare of the nearby residents and businesses, while providing for the housing needs of the community.

9-3.2002 Applicability.

Emergency shelters are allowed in compliance with Table IV-5 and Table IV-8 (Allowed Land Uses). A Development Permit is required prior to establishment of any emergency shelter. The permit shall be a ministerial action without discretionary review or a hearing. A Conditional Use Permit (CUP) is required for a shelter that does not meet the minimum development standards of this section or that would provide more beds than allowed by this section.

A. Location. An "emergency shelter" may be established in the C-G (General Commercial); ~~subject to the approval of a CUP, or in the principally permitted~~ and the MPD (Manufactured Planning Development) Zone provided that the property boundaries are located more than 500 feet from a residential zone, public park, or school and 300 feet from any other shelter from the nearest point of any property.

~~**B. Maximum Number of Beds.** A maximum of thirty (30) beds may be provided.~~

BC. Length of Stay. Temporary shelter shall be available to residents for no more than 180 days in any twelve (12)-month period.

CD. Hours of Operation. Emergency shelters shall establish and maintain set hours for client intake/discharge, which must be prominently posted on-site.

DE. Required Amenities. Emergency shelters shall provide the following facilities:

1. Indoor client intake/waiting area of at least 100 square feet if client intake is to occur on-site. If an exterior waiting area is provided, it shall be enclosed or screened and designed to prevent queuing in the public right-of-way;
2. Secure areas for personal property;
- ~~3. Laundry facilities adequate for the number of residents;~~
- ~~4. Telephone(s) for use by clients;~~
35. Interior and/or exterior common space for clients to congregate shall be provided on the property at a ratio of not less than fifteen (15) square feet per client, with a minimum overall area of 100 square feet. Common spaces do not include intake areas;
- ~~6. Other amenities as recommended by the Director of Community Development.~~

F. Optional Facilities/Services. Emergency shelters may provide one or more of the following types of common facilities for the exclusive use of the residents:

1. Central cooking and dining room(s);
2. Recreation room;
3. Counseling center;
4. Child-care facilities;
5. Other support services;
- ~~6. Laundry facilities adequate for the number of residents;~~
- ~~7. Telephone(s) for use by clients;~~

G. Management. At least one facility manager shall be on-site at all hours that the facility is open. Additional support staff shall be provided, as necessary, to ensure that at least one staff member is provided in all segregated sleeping areas, as appropriate.

~~H. Emergency Shelter Provider. The provider shall demonstrate, to the satisfaction of the Director, that they currently operate a shelter within the State of California or have done so within the past two (2) years.~~

HI. **Operation Plan.** An Operational Plan (Plan) shall be provided for the review and approval of the Director. The approved Plan shall remain active throughout the life of the facility, and all operational requirements covered by the Plan shall be complied with at all times. At a minimum, said Plan shall contain provisions addressing the areas outlined below:

1. **Security and Safety.** Addressing both on-site and off-site needs, including provisions to ensure the security and separation of male and female sleeping areas, as well as any family areas within the facility.
2. **Loitering/Noise Control.** With specific measures regarding operational controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on-site and/or services are not provided. Outdoor activities may only be conducted between the hours of 8:00 a.m. to 10:00 p.m.
3. **Management of Outdoor Areas.** Including a system for daily admittance and discharge procedures and monitoring of waiting areas with a goal to minimize negative impacts to adjacent property.
4. **Staff Training Programs.** To provide adequate knowledge and skills to assist clients in obtaining permanent shelter.
5. **Communication and Outreach.** With objectives to maintain effective, ongoing communication and response to operational issues which may arise within the neighborhood as may be identified by the general public or City staff.
6. **Adequate and Effective Screening.** With the objective of determining admittance eligibility of clients.
7. **Litter Control.** With the objective of providing for the regular daily removal of litter attributable to clients within the vicinity of the facility.

~~I. **Transit Accessibility.** Emergency shelter facilities must either be located within one-half mile of a designated transit corridor or existing bus route; or, if a facility is not within one-half mile of a transit corridor or bus route, submit evidence to the Director that transportation will be provided between the facility and a transit corridor or bus line.~~

IK. **Lighting.** Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way.

IL. **Landscaping.** On-site landscaping shall be installed and maintained pursuant to the standards outlined in Title 9, Chapter 3, Article 4, Landscaping Standards.

SECTION 6: That Title 9 “Zoning,” Chapter 3 “General Regulations,” Article 25 “Low-Barrier Navigation Centers” of this Code is hereby added to read as follows:

Section 9-3.2510 Purpose.

The purpose of this chapter is to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.

Section 9-3.2520 Applicability.

Low-barrier navigation centers are allowed in compliance with Sections 9-4.102, 9-4.103, and 9-4.302.

Section 9-3.2530 Permit Required.

A Development Permit is required prior to establishment of any low-barrier navigation center project meeting either of the following criteria. The permit shall be a ministerial action without discretionary review or a hearing. The City shall notify a developer whether the developer’s application is complete within 30 days, pursuant to California Government Code Section 65943. Action shall be taken within 60 days of a complete application being filed.

Section 9-3.2540 Development and Operational Standards.

A low-barrier navigation center development is a use by right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

- A. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- B. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- C. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- D. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

Section 9-3.2550 Definitions.

Use by Right. For the purposes of this section, “use by right” has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.

SECTION 7: That Title 9 “Zoning,” Chapter 4 “Zoning Districts,” Article 1 “Residential Zones” of this Code is hereby amended to read as follows:

9-4.102 Allowed uses.

Any structure/use designated as “Permitted” (P) by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this chapter as well as Article III (General Property Development Standards). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction or installation (i.e., manufactured housing) of a structure(s) shall require the approval of a Development Permit (D) in compliance with Chapter 2, Article 10.

The following list (Table IV-1) represents those uses in the residential zoning districts that are Permitted (P), subject to a Development Permit (D), subject to a Large Family Child Care Home Permit (LCC) or a Conditional Use Permit (C):

**Table IV-1
ALLOWED LAND USES**

LAND ACTIVITY		R-L	R-M	R-H
1.	Residential Uses			
A.	Condominiums	D	D	D
B.	Convalescent Homes	-	C	C
C.	Child Day Care Facility			
	Small Family Child Day Care Home	P	P	P
	Large Family Child Day Care Home	LCC	LCC	LCC
D.	Density Bonus/Affordable Housing	P	P	P
E.	Manufactured Housing	D	D	D
F.	Multi-Family Dwellings	-	D	D
G.	Second Dwelling Unit/“Granny” Housing/Guest House	P	-	-
H.	Senior Citizen/Congregate Care Housing	-	-	C
I.	Single-Family Dwellings	P	P	P
J.	Single Room Occupancy Facilities	-	-	D
K.	Group Homes			
	6 or less clients	P	P	P
	7 or more clients	C	C	C

L.	Transitional Housing [‡]	P-	PD	PD
M.	Supportive Housing [‡]	P-	PD	PD
N.	Zero Lot Line/Small Lot Residential Developments	-	D	D
<u>Q.</u>	<u>Employee and Farmworker Housing</u>			
	<u>Providing accommodations for 6 or fewer employees</u>	P	P	P
	<u>Providing accommodations for more than 6 employees</u>	C	C	C
P.	Low-Barrier Navigation Centers	D	D	D
2.	Recreational Accessory Uses			
A.	Swimming Pool, Private	P	P	P
B.	Tennis Court, Private	D	D	D
C.	Tree "Play" House	P	P	P
3.	Accessory Uses			
A.	Fences and Walls	P	P	P
B.	Garage	P	P	P
C.	Keeping of Domestic Animals/Household Pets	P	P	P
D.	Laundry Facilities (Washer and Dryer)	P**	P**	P**
E.	Outdoor Play/Athletic Equipment	P	P	P
F.	Patio (with or without cover)/Gazebo	P	P	P
G.	Satellite Dish Antenna	D	D	D
H.	Storage	D	D	D
I.	Vehicle Repair (Property owner/tenant vehicle only and only within enclosed garage/yard)	P	P	P
J.	Vertical Antenna			
	12 feet or less in height	P	P	P
	12+ feet in height	D	D	D
4.	Other			
A.	Churches	-	C	C
B.	Educational Institutions, Low-Intensity	C	C	C
C.	Public Utilities/Facilities	D	D	D
5.	Home Enterprises	Subject to Home Enterprise Permit		
6.	Temporary Uses	Subject to Temporary Use Permit		

[‡] Note: Assumes transitional and supportive housing is configured as a multi-family residential use, and is therefore subject to a Development Permit. If such housing were configured as a single-family use, it would be permitted by right within the R-M and R-H zones.

9-4.103 Zoning District Development Standards

1. General Standards. The development standards contained in Table IV-2 (Zoning District Development Standards) relating to density, lot area and configuration, structure setbacks, structural lot coverage and height, accessory structure height, distance between structures, private outdoor useable space, and common useable open space apply to all residential zoning districts, and shall be determined to be minimum requirements, unless stated as maximum by this

Code or otherwise excepted (e.g., zero lot line development or density bonus development). All setbacks shall be measured from the applicable property line.

**Table IV-2
ZONING DISTRICT DEVELOPMENT STANDARDS**

STANDARD	R-L	R-M	R-H
Maximum Units/Acre	8.712	17.424	20.0
Lot Area (square feet)	5,000*	5,000*	15,000*
Lot Width (feet)	45*	45*	100*
Lot Depth (feet)	80*	100*	100*
Front Setback (feet)	201	151	101
Rear Setback (feet)	10	10	10
Side Setback (each)	4 feet plus 1 foot for each story over 1 story		
Side Setback (street side)	10 feet plus 1 foot for each story over 1 story		
Lot Coverage (Building Footprint) (percent, maximum)	45%	55%	65%
Distance Between Structures (feet)	6	102	102
Structure Height (feet, maximum)	35, 2 stories	35	45
Private Outdoor Useable Space (square feet per unit) ³	450	250/200	200/150
Common Useable Open Space (square feet per unit) ⁴	0	200	200
Main Structure Height (maximum)	35 feet, 2 stories	35 feet	45 feet
Accessory Structure Height (maximum)	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less
Antennae, Vertical	(Refer to Chapter 3 Article 1 Property Development Standards)		
Fences, Walls, and Hedges	(Refer to Chapter 3 Article 1 Property Development Standards)		
Satellite Dish Antennae	(Refer to Chapter 3 Article 1 Property Development Standards)		

- * Lots created before *January 1, 2019* containing no more than one dwelling unit are exempt from the minimum lot size standards. ~~Properties falling under this exemption shall maintain a maximum of one dwelling unit and are subject to compliance with all other applicable development standards.~~
- ¹ Garage door setback for single-family uses shall be a minimum of twenty (20) feet from the front property line.
- ² When two (2) walls face each other and neither has a window opening they shall be separated by at least six (6) feet. If one or more of the walls has a window opening, they shall be separated by at least ten (10) feet.
- ³ Each ground floor dwelling unit shall be provided with 250/200 (R-M/R-H) square feet of private outdoor useable space while each upper story unit shall be provided with 200/150 (R-M/R-H) square feet of private outdoor area. Private outdoor space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code. The Director shall have the authority to adjust/average these minimum standards when doing so would result in an improved design and an enhanced overall provision of private outdoor space.
- ⁴ All multi-family residential developments shall provide common useable open space in compliance with Subsection 9-4.103(2)(C), below. Common open space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code.

9-4.103 Zoning District Development Standards.

J. **Mobile Home and Manufactured Housing Development Standards.** Mobile or manufactured homes are subject to the approval of a Development Permit and shall be installed/operated in the following manner:

(1) Mobile or manufactured homes may be used as single-family dwellings if the home is certified under the National Mobile Home Construction and Safety Standards Act of 1974, or as amended;

(2) Mobile or manufactured homes which are used as single-family residences shall be installed on/secured to an approved permanent foundation in compliance with this Code;

~~(3) Prior to the installation of any mobile or manufactured home, the Director shall determine that the subject parcel together with the proposed mobile or manufactured home is compatible with surrounding development. This determination shall include an assessment of on-site design and development standards and materials, architectural aesthetics, setbacks, structure height, accessory structures, access, off-street parking and minimum square footage requirements, and any other criteria determined appropriate by the Director; and~~

~~(4) The following development standards shall govern the installation and construction of mobile and manufactured homes. The Director may modify any of the following standards during the Development Permit process upon finding(s) that to do so would enhance architectural compatibility and the protection of health and safety:~~

~~a. All homes shall have a minimum eave projection of two (2) feet on at least two (2) opposite sides, with at least one foot on any one side;~~

~~b. All roofs shall have a minimum pitch of 1:4 and shall be constructed of non-reflective/non-metallic roofing material;~~

~~c. All exterior siding shall be non-reflective/non-metallic and shall be installed from the ground up to the roof; and~~

~~d. All homes shall have a minimum width (across the narrowest portion) of twenty (20) feet, unless part of an approved modular style.~~

S. Employee Housing. Standards for employee housing are as follows:

(1) Employee housing is permitted in residential zones.

(2) Employee housing shall comply with all applicable state laws including, when applicable, the California Mobilehome Parks Act.

SECTION 8: That Title 9 “Zoning,” Chapter 4 “Zoning Districts,” Article 4 “Commercial/Office/Mixed Use Zones” of this Code is hereby amended to read as follows:

9-4.202 Allowed uses.

Any use designated as “Permitted” by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this article as

well as Chapter 3 (General Regulations). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit in compliance with Chapter 2, Article 10.

The following list of Allowed Land Uses, Table IV-5, establishes the primary land uses in the C-P, C-N and C-G zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

**Table IV-5
ALLOWED LAND USES**

Land Use Activity		C-P	C-N	C-G
Administrative and Professional Offices:				
1.	Administrative, Business, Service, and Public Utilities	P	P	P
2.	Accounting, Consulting, Counseling, Design, and Legal	P	P	P
3.	Headquarters (Business, Corporate, and Government)	P	P	P
4.	Medical/Dental Uses	P	P	P
General Commercial Uses:				
1.	Auditoriums/Concert/Convention Halls	-	-	C
2.	Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7]			
3.	Amusement/Video Arcades	-	-	C
4.	Antique Shops	-	P	P
5.	Apparel/Shoe Stores	-	P	P
6.	Appliance Stores	-	P	P
7.	Art/Photography Shops, Studios, Galleries	P	P	P
8.	Auction Sales	-	-	D
9.	Automobile, Motorcycle, and Truck Dealerships	-	-	C
10.	Automobile Parts Supply (retail only, no auto repair or installation)	-	-	P
11.	Automobile Rental Agencies	-	-	D
12.	Automobile Repair Specialty Shops	-	-	C
13.	Automobile Service Centers	-	-	C
14.	Bakeries (retail only)	-	P	P
15.	Banks/Financial Offices	P	P	P
16.	Banquet Halls, Lodges, and Conference Halls	-	-	C
17.	Barber/Beauty/Nail Shops	P	P	P
18.	Bars, Cocktail Lounges, Taverns	-	-	C
19.	Bicycle Shops (sales/service, non-motorized)	-	P	P
20.	Billiard/Pool Centers	-	-	C
21.	Book Stores (new/used)	-	P	P
22.	Book Stores/Adult Business [see regulations in Chapter 5-20]	-	-	P

23.	Bowling Alley	-	-	C
24.	Camera Film Drop Off/Express Developing	P	P	P
25.	Camera Shop (new/used)	-	P	P
26.	Candy, Confectionery/Ice Cream Stores	-	P	P
27.	Car Washes	-	-	C
28.	Catering Establishments	-	-	P
29.	Check Cashing	-	C	C
30.	Churches	C	C	C
31.	Communication Equipment Buildings	P	P	P
32.	Commuter Bus Stations	-	-	C
33.	Convenience Stores, Mini-Markets	-	D	D
34.	Cultural/Community Facilities	P	P	P
35.	Currency Exchanges	-	-	C
36.	Dance Hall/Club	-	-	C
37.	Dance School/Studios	-	C	P
38.	Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars under 2,000 square feet	C	P	P
	over 2,000 square feet	-	C	C
39.	Department Stores	-	P	P
40.	Discount/Club Membership Stores	-	-	P
41.	Drug Stores	-	P	P
42.	Dry Cleaning/Dyeing (retail only)	-	P	P
43.	Electronic/Computer Stores	-	P	P
44.	Escort Bureau/Introductory Service	C	-	C
45.	Figure Model Studio (non-nude)	-	-	C
46.	Floor Covering/Drapery Store	-	-	P
47.	Florist Shops	P	P	P
48.	Furniture Stores	-	-	P
49.	Gift/Stationery Stores	-	P	P
50.	Glass Shop (sales/service)	-	-	P
51.	Grocery Stores (including supermarkets)	-	P	P
52.	Gun Shops	-	-	C
53.	Hardware Stores (up to 10,000 square feet)	-	P	P
54.	Health/Athletic Clubs (excluding massage parlors)	P	P	P
55.	Hobby Shops	-	P	P
56.	Home Improvement Centers (over 10,000 square feet)	-	-	C
57.	Hospitals	C	C	C
58.	Hotels/Motels	-	-	C
59.	Ice Cream Parlors	-	P	P
60.	Interior Decorating Shop	-	P	P
61.	Jewelry Sales/Repair Stores	-	P	P

62.	Laboratories (including film, medical, and dental)	-	P	P
63.	Laundromat (retail only)	-	P	P
64.	Lighting Fixture Stores	-	-	P
65.	Locksmith Shops	-	P	C
66.	Marine Sales/Service	-	-	P
67.	Massage Parlors (acupressure)	-	-	-
68.	Mini-Malls	-	D	D
69.	Money Advance	-	C	C
70.	Money Transfer	-	C	C
71.	Mortuaries	-	C	C
72.	Multiple Tenant Merchandise Mart	-	-	C
73.	Museums	P	P	P
74.	Music Stores	-	P	P
75.	Newspaper/Magazine Stores	-	P	P
76.	Nightclubs (with entertainment/dancing)	-	-	C
77.	Nurseries/Garden Supply Store	-	P	P
78.	Office Supplies/Equipment (retail only)	P	-	P
79.	Optical Shop	P	P	P
80.	Paint/Wallpaper Stores (retail only)	-	P	P
81.	Parcel Shipping/Copy/Fax Centers	P	P	P
82.	Parking Structures	C	C	C
83.	Pawn Shop/Brokers	-	-	C
84.	Pet Shops	-	P	P
85.	Plumbing Fixture Stores	-	P	P
86.	Pool Supply (retail only)	-	P	P
87.	Post Office Substation	P	P	P
88.	Printing/Blueprinting Shops	P	P	P
89.	Radio/Television Broadcasting Studios (no transmitting)	P	-	C
90.	Recording Studios	P	C	P
91.	Recycling Facilities	-	C	C
92.	Restaurants (less than 4,000 square feet, excluding drive-thrus)	-	D	D
93.	Restaurants (greater than 4,000 square feet, excluding drive-thrus)	-	C	C
94.	Restaurants (with drive-thru facilities)	-	-	C
95.	Restaurants (where outdoor eating facilities are larger than 400 square feet)	-	C	C
96.	Saving and Loans	P	P	P
97.	Secondhand Stores	-	-	P
98.	Service Stations (including gas stations)	-	C	C
99.	Shoe Repair	-	P	P
100.	Shuttle Stations	-	-	C
101.	Sign/Lettering Shops (with retail sales area)	P	P	P ²

102.	Skating Rinks	-	C	C
103.	Sporting Goods Stores	-	P	P
104.	Stamp/Coin Shops	P	P	P
105.	Tailor Shops	P	P	P
106.	Tattoo or Body Piercing Parlor	-	-	C
107.	Tennis Court, Commercial	D	D	D
108.	Theaters, Movie (excluding drive-ins)	-	-	C
109.	Ticket Sales	P	P	P
110.	Tobacco/Smoke Shops [see regulations in Section 4-19.03]	-	P	P
111.	Toy Stores	-	P	P
112.	Travel Agencies	P	P	P
113.	Variety Stores	-	P	P
114.	Vending Machines (outside, accessory use only)	C	C	C
115.	Veterinary Offices/Animal Hospitals	C	C	C
116.	Video Machines (up to 5)	P	P	P
117.	Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	-	P	P
118.	Wedding Chapels	C	C	C
Other Uses:				
1.	Antennae (accessory only)	C	C	C
2.	Condominiums	-	-	-
3.	Convalescent Homes	C	C	C
4.	Drive-Thru Establishments (accessory only)	-	-	C
5.	Emergency Shelters	<u>D-</u>	<u>D-</u>	C
6.	Residential Developments (20 du/acre) ¹	D	D	-
7.	Outdoor Storage (accessory only)	-	C	C
8.	Wireless Communications Facilities	C	C	C
9.	Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	-	-	-
10.	Single Room Occupancy	-	-	-
11.	<u>Low-Barrier Navigation Centers</u>	<u>P</u>	<u>P</u>	=

¹ Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion Management Plan, or if other transit improvement measures are provided as determined by the review authority.

SECTION 9: That Title 9 “Zoning”, Chapter 3 “General Regulations,” Article 25 “Development Permits” of this Code is hereby added to read as follows:

9-2.1001 Purpose.

The following provisions are intended to provide flexibility in site planning/property development while protecting the integrity and character of the residential, commercial, and industrial areas of the City and ensuring consistency with the General Plan. At the time of application submittal, a review of the configuration, design, location, and impact of the proposed

use shall be conducted by comparing the use to established development/site standards. This review shall determine whether the permit should be approved by weighing the public need for and the benefit(s) to be derived from the proposed use, against the potential negative impacts it may cause.

9-2.1002 Application.

An application for a Development Permit shall be filed in compliance with Article 22 of this Chapter (Applications and Fees).

9-2.1003 Applicability.

Approval of a Development Permit shall be required under the following circumstances:

1. For a new structure or use listed as subject to a “Development Permit” (D) in the applicable zoning district;
2. For a new single-family structure;
3. For the expansion or conversion of an existing structure or use, affecting or involving a minimum of twenty-five (25) percent of the total gross floor area of the structure;
4. For the enlargement or exterior alteration of an existing structure, affecting or involving a minimum of twenty-five (25) percent of the total gross floor area of the structure, for which a Development Permit has not been issued, excluding an existing single-family structure;
5. For the movement and/or relocation of any structure, including factory-built and manufactured housing, to any parcel within the City;
6. For the expansion of a legal nonconforming structure, affecting or involving a minimum of twenty-five (25) percent of the total gross floor area of the structure, for which a Development Permit has not been issued in compliance with Chapter 3 Article 6 (Nonconforming structures and uses); and
7. For the rebuilding/replacement of a destroyed/demolished legal nonconforming structure for which a Development Permit has not been issued in compliance with Chapter 3, Article 6 (Nonconforming structures and uses).

9-2.1004 Review Authority.

The final Review Authority for Development permits shall be as follows:

Table II-2 REVIEW AUTHORITY FOR DEVELOPMENT PERMITS			
Type of Project	Size of Project	Director ⁽¹⁾	Commission
Residential	1 Dwelling Unit	X	
	2+ Dwelling Units	<u>X</u>	X
Commercial and Industrial ⁽²⁾	1 to 4,999 square feet	X	

Table II-2 REVIEW AUTHORITY FOR DEVELOPMENT PERMITS			
Type of Project	Size of Project	Director ⁽¹⁾	Commission
	An expansion of up to 50% or more of the gross floor area	X	
	5,000 square feet		X
	An expansion of up to 50% or more of the gross floor area		X
Change in use, or alteration. ⁽³⁾	A change in use of up to 50% of the gross floor area	X	
	A change in use of 50% or more of the gross floor area		X
	1 to 4,999 square feet	X	
	5,000+ square feet		X
	Exterior remodel/alterations	X	

- (1) For all Director-approved non-residential projects, The Director may instead defer action and refer the application to the Commission for a decision.
- (2) The square footage in area or the percent of expansion, whichever is less, shall determine the appropriate Review Authority.
- (3) Change in use (except for a change to a less intensive use) or alteration to the structure, including tenant improvements, affecting or involving a minimum of 50 percent of the total gross floor area of the structure. The applicable changes in use include a residential to commercial or industrial use, office or retail to a restaurant or medical use, nonassembly use to an assembly use, or a similar change in use as determined by the Director.

9-2.1005 Project review.

1. Each Development Permit application shall be analyzed to ensure that the application is consistent with the purpose of this Article and the City’s CEQA Guidelines.
2. To ensure effective implementation of General Plan policies relating to design, each Development Permit shall be reviewed by the Director. The review shall occur prior to the determination by the Review Authority.
3. Any application which may result in grading shall require the submittal of preliminary grading plans for review and recommendation by the City Engineer and approval by the Review Authority.

9-2.1006 Hearings and notice.

1. Director-Approved Projects. A notice or public hearing shall not be required for all applications subject to the Director’s review.
2. Commission-Approved Projects. Upon receipt in proper form of a Development Permit application and compliance with the City’s CEQA Guidelines, a hearing shall be set and notice of the hearing given in compliance with Article 23 of this Chapter (Hearings and Appeals) for all applications subject to the Commission’s review.

9-2.1007 Findings.

Following a hearing, if required, the Review Authority (as outlined in Table II-1) shall record the decision in writing and shall recite the findings upon which the decision is based. The Review Authority may approve, modify, or deny a Development Permit in whole or in part and shall impose specific development conditions if approved. These conditions shall relate to both on- and off-site improvements that are necessary to accommodate flexibility in site planning/property development, mitigate project-related adverse impacts and to carry out the purpose/intent and requirements of the respective zoning district and General Plan goals and policies.

1. Director-Approved Projects

Approval of Director-Approved Projects shall be ministerial in nature. Projects that comply with the requirements of this and other applicable sections shall be permitted by right. The Review Authority Director may approve a Development Permit, only if all of the following findings are made:

- a1. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards;
- b2. The proposed development is consistent with the General Plan;
- ~~3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property;~~
- c4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines; and
- ~~5. The subject site is physically suitable for the type and density/intensity of use being proposed;~~
- d6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare; and
- ~~7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.~~

2. Commission-Approved Projects

The Commission may approve a Development Permit, only if all of the following findings are made:

- a. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards;
- b. The proposed development is consistent with the General Plan;
- c. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property;
- d. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
- e. The subject site is physically suitable for the type and density/intensity of use being proposed;
- f. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare; and
- g. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.

9-2.1008 Conditions of approval.

In approving a Development Permit, the Review Authority may impose conditions (e.g., buffers, landscaping and maintenance, lighting, off-site improvements, parking, performance guarantees, property maintenance, signs, surfacing, traffic circulation, etc.) deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Section 9-2.1007 (Findings) of this Article.

9-2.1009 Expiration.

Unless otherwise specified, w~~W~~ithin one year of Development Permit approval, exercising the entitlement, in compliance with Section 9-2.2403 (Exercising the Entitlement) shall have occurred or the permit shall become void. Additionally, if after exercising the entitlement, work is discontinued for a period of one year, then the permit shall become void.

If a project is built in pre-approved phases, each subsequent phase shall have one year from the previous phase's date of exercising the entitlement to the next phase's date of exercising the entitlement to have occurred, unless otherwise specified in the permit, or the permit shall become void. If the application for the Development Permit also involves the approval of a tentative map, the phasing shall be consistent with the tentative map and the permit shall be exercised prior to the expiration of the companion tentative map.

9-2.1010 Time extension.

The Review Authority may grant time extensions not to exceed one-year increments. A time extension request shall be filed no later than ninety (90) days after expiration and for good cause. Prior to granting an extension, the Review Authority shall ensure that the Development Permit complies with all current Code provisions. If granted, the Development Permit shall be extended from the date of expiration.

9-2.1011 Use of property before final decision.

No permit shall be issued for any use involved in an application for a Development Permit until, and unless the same shall have become final, in compliance with Section 9-2.2309 (Effective Date).

9-2.1012 Modification/amendment of a Development Permit.

An approved Development Permit may be modified in compliance with Article 22 of this Chapter (Applications and Fees). Minor modifications to an approved permit may be approved by the Director in compliance with Article 6 of this Chapter (Minor Modifications).

9-2.1013 Revocation.

The Review Authority shall hold a hearing to revoke or modify a Development Permit granted in compliance with this chapter. Fifteen (15) days prior to the hearing, notice shall be delivered in writing to the applicant and/or owner of the property for which the Development Permit was granted. Notice shall be deemed delivered two (2) days after being mailed, first class postage paid, to the owner as shown on the current tax rolls of the County of Los Angeles and/or the project applicant.

A Development Permit may be revoked or modified by the Review Authority if any one of the following findings can be made:

1. That circumstances have been changed by the applicant to a degree that one or more of the findings contained in the original permit can no longer be made in a positive manner and the public health, safety and welfare require the revocation;
2. That the Development Permit was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application, or in the applicant's testimony presented during the public hearing, for the entitlement or permit;
3. That the use for which the Development Permit was granted had ceased or was suspended for six (6) or more months;
4. That one or more of the conditions of the Development Permit have not been met;
5. That the use is in violation of any statute, ordinance, law or regulation; or
6. That the use permitted by the Development Permit is detrimental to the public health, safety or welfare or constitutes a nuisance.

9-2.1014 Performance guarantee.

The development project’s applicant/owner may be required to provide adequate performance security in compliance with Section 9-2.2402 (Performance guarantee requirements) for the faithful performance of any/all conditions of approval imposed by the Review Authority.

9-2.1015 Applicable regulations.

All applications shall be subject to the applicable provisions of this Code, including the procedures outlined in the following Articles:

1.	Article 22 of this Chapter	Applications and Fees.
2.	Article 23 of this Chapter	Hearings and Appeals.

SECTION 10: That Title 9 “Zoning,” Chapter 4 “Zoning Districts,” Article 5 “Overlay Zones,” of this Code is hereby added to read as follows:

9-4.502.8 Transit Oriented Development Overlay Zone.

1. **Purpose and Intent.** The Transit-Oriented Development (TOD) Overlay Zone serves to implement Housing Element programs and address housing needs by allowing a mix of uses, including commercial and high-density residential uses. The TOD Overlay Zone implements Housing Element programs by providing development regulations to support and facilitate housing affordable to lower-income households as well as retail, service, and office uses near high-frequency public transit.
2. **Applicability.**
 - A. The TOD Overlay Zone may be applied to any underlying zone district within a Transit Priority Area, as defined by California Public Resource Code, Section 21099, through a zone text and zone map amendment. Zone amendments must be approved in accordance with Section 9-2.2002 of the Huntington Park Municipal Code.
 - B. For any project developed in accordance with this section, these standards shall apply instead of those in the underlying base zone district. A property owner may, however, elect to continue to use the site consistent with the underlying district, in which case the applicable underlying district standards will apply.
 - C. Projects developed in accordance with this section (allowed as permitted uses or with a Development Permit per Table 1 and Table 2) shall be reviewed as Director-Approved Projects as defined by Article 10, Development Permits.
 - (1) No building, grading or other construction permit shall be issued by the responsible department until the approval has been conducted by the Director of Community Development (Director).
 - (2) Compliance with the requirements of this chapter shall not waive any additional requirements for compliance such as an application for a lot line adjustment,

merger of parcels, or subdivision in conjunction with approval of an application. A separate application for the lot line adjustment, merger of parcels, or appropriate subdivision map shall proceed in accordance with the Huntington Park Municipal Code, Title 10, Subdivisions.

- D. **Review Authority.** The Director shall approve any administrative approval if the application complies with all requirements of this Section.
- E. **Expiration.** Within two years of the date of approval by the Director, commencement of construction shall have occurred or the approval shall become null and void. A one-year extension can be granted by the Director if the project is compliant with the original approval.
- F. **Appeals.** Appeals are allowed in accordance with Section 9-2.2311, Appeals and calls for review.

3. Allowed Uses

- A. Any structure/use designated as “Permitted” (P) by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this chapter as well as Article III (General Property Development Standards). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction or installation (i.e., manufactured housing) of a structure(s) shall require the approval of a Development Permit (D) in compliance with Chapter 2, Article 10.
- B. **Residential Uses.** The following list (Table 1) represents those uses in the TOD Overlay Zone that are Permitted (P), subject to a Development Permit (D), subject to a Large Family Child Care Home Permit (LCC) or a Conditional Use Permit (C), or not allowed (-).

Table 1		
Residential Uses		
Land Use Activity	TOD Overlay District	
Residential Uses		
1	Condominiums	D
2	Convalescent Homes	C
3	Child Day Care Facility	
	Small Family Child Day Care Home	P
	Large Family Child Day Care Home	LCC
4	Density Bonus/Affordable Housing	P
5	Emergency Shelters	D
6	Manufactured Housing	D
7	Mixed-Use Developments in accordance with Section 9-4.502.8(4)(b)	P

**Table 1
Residential Uses**

Land Use Activity		TOD Overlay District
8	Multi-Family Dwellings	D
9	Accessory Dwelling Units in accordance with Government Code Section 65852.2	P
10	Senior Citizen/Congregate Care Housing	D
11	Single Room Occupancy Facilities	D
12	Group Homes	P
13	Transitional Housing	P
14	Supportive Housing	P
15	Zero Lot Line/Small Lot Residential Developments	D
Recreational Accessory Uses		
1.	Swimming Pool, Private	P
2.	Tennis Court, Private	D
3.	Tree "Play" House	P
Accessory Uses		
1	Fences and Walls	P
2	Garage	P
3	Keeping of Domestic Animals/Household Pets	P
4	Laundry Facilities (Washer and Dryer)	P*
5	Outdoor Play/Athletic Equipment	P
6	Patio (with or without cover)/Gazebo	P
7	Satellite Dish Antenna	D
8	Storage	D
9	Vehicle Repair (Property owner/tenant vehicle only and only within enclosed garage/yard)	P
10	Vertical antenna 12 feet or less in height	P
11	Vertical antenna greater than 12 feet in height	D
Other		
1	Churches	C
2	Educational Institutions, Low-Intensity	C
3	Public Utilities/Facilities	D
4	Home Enterprises	Subject to Home Enterprise Permit
5	Temporary Uses	Subject to Temporary Use Permit

* Laundry facilities shall be located within the footprint of a dwelling unit. For multi-family properties, common laundry facilities shall be located in a detached or attached enclosed room specifically designated as a laundry facility and shall consist of not less than 1 automatic washer and dryer for every 4 units.

- C. **Mixed Uses.** Projects incorporating non-residential uses are permitted if non-residential uses comprise no more than 50 percent of the total usable floor space of the project. Commercial and retail uses in mixed-use projects are permitted in accordance with Table 2. The following list (Table 2) represents those uses in the TOD Overlay Zone that are Permitted (P), subject to a Development Permit (D), subject to a Large Family Child Care Home Permit (LCC) or a Conditional Use Permit (C), or not allowed (-).

Table 2		
Commercial and Retail Uses Permitted in Mixed-Use Development		
Land Use Activity		TOD Overlay District
1	Assembly, Major	C
2	Assembly, Minor	C
3	Alcoholic Beverage Sales/Serving Establishments	See regulations in Section 9-4.203(2)(A) and Table IV-7
4	Auto-related Uses	-
5	Commercial Storage	-
6	Communication Equipment Buildings	P
7	Cultural/Community Facilities	P
8	Food and Beverage Sales, Major	C
9	Food and Beverage Sales, Minor	P
10	Hospitals	C
11	Hotels/Motels	C
12	Parking Structures (Commercial non-accessory)	C
13	Professional/Administrative Office	P
14	Public Transit Facilities	C
15	Recreation, Commercial	C
16	Recycling Facilities	C
17	Restaurant, Major	C
18	Restaurant, Minor	P
19	Retail, Major	C
20	Retail, Minor	P
21	Service stations	C
22	Services, Major	C
23	Services, Minor	P
24	Sidewalk Vendor Stand	C
Accessory Uses		
1	Antennae	C
2	Drive-Thru	C
3	Vending Machines (Outside)	C
4	Wireless Communications Facilities	C

D. **Definitions.** The following section defines land uses outlined in Table 2.

- (1) Assembly, Major: Includes the following-
 - (I) Group Assembly: An establishment offering entertainment, social exchange, religious services, educational training, or other instructional services to groups of more than 49 people in a single room. Examples include performance venues, movie theaters, religious institutions, community centers, college or university extension programs, group addiction services, social clubs, community centers, or similar uses.
- (2) Assembly, Minor: Includes the following-
 - (I) Group Assembly: An establishment offering entertainment, social exchange, religious services, educational training, or other instructional services to groups of 49 people or less in a single room. Examples include performance venues, movie theaters, religious institutions, community centers, college or university extension programs, group addiction services, social clubs, community centers, or similar uses.
 - (II) Instructional Service: An establishment offering classes or educational training to groups of 29 students or fewer in a single classroom or studio environment. Examples include musical instruction, academic tutoring, and similar uses.
- (3) Auto Related Uses: Establishment offering sales, rental, or repair of vehicles or vehicle accessories or parts including, auto dealerships, auto rental, auto repair, parts supply, car washes, and marine sales and service.
- (4) Commercial Storage: A facility exclusively used for the storage of motor vehicles or personal goods, with or without a fee. Includes self-storage and similar facilities.
- (5) Communication Equipment Building: A building not accessible to the public containing utility equipment necessary for the provision of telecommunications services.
- (6) Cultural and Community Uses: Establishments that provide services or facilities for the general public and include uses such as government offices, civic centers, libraries, and museums.
- (7) Food and Beverage Sales, Major: An establishment that contains more than 5,000 square feet of gross floor area and sells food, beverages primarily for consumption off of the premises and other retail items.
- (8) Food and Beverage Sales, Minor: An establishment that contains 5,000 square feet or less of gross floor area and sells food and beverages primarily for consumption off premises.

- (9) Hospital: A licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.
- (10) Hotel/Motel: An establishment offering lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes, auto courts motor lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming hotels, boarding houses, or residential hotels designed or intended to be used for sleeping for a period of thirty consecutive days or longer. This classification also excludes bed and breakfast facilities and similar accommodations that an occupant of single-family housing provides on the same premises incidental to the primary residential use of the property.
- (11) Parking Structure, Commercial: An area or structure, other than a street or other public way, used for the parking of automobiles and available to the public for a fee or free of charge.
- (12) Professional/Administrative Office: An establishment where the managerial, administrative, and clerical functions of a business or industry are conducted, or where members of a profession (e.g., doctors or attorneys) conduct their practice. This includes architectural or engineering firms, computer software consulting, data management, financial services, interior design, graphic design, real estate, insurance, legal offices, medical/dental offices, veterinary clinics, medical clinics, on-site medical or dental testing, travel services, recording studios, and title offices.
- (13) Public Transit Facilities: Physical infrastructure buildings that provide services for public transportation systems, including buses, trains, light rail, and subways. These facilities include transit stations, terminals, stops, shelters, platforms, parking areas for transit vehicles, and related amenities intended to facilitate public transportation services within a community.
- (14) Recreation Facility, Commercial: Establishments providing indoor or outdoor amusement and entertainment services for a fee or admission charge, including bowling alleys, amusement and electronic game arcades, tennis courts, ice skating and roller-skating rinks, pool and billiard rooms as a primary use.
- (15) Recycling Facilities: as defined in chapter Chapter 3 Article 10 of the Huntington Park Municipal Code.
- (16) Restaurant, Major: Includes the following-
 - (I) Restaurant, Major: An establishment greater than 4,000 square feet that sells food and non-alcoholic beverages for consumption on the premises.

- (II) Any restaurant, bar, night club or social club of any size which serves alcohol as regulated by Section 9-4.203(2)(A) of the Huntington Park Municipal Code.
- (17) Restaurant, Minor: Includes the following-
- (I) Convenience Restaurant: A restaurant or similar establishment offering food and/or beverages for sale for consumption on or off the premises in disposable containers and from a counter.
 - (II) Restaurant: An establishment that sells food and non-alcoholic beverages for consumption on the premises.
- (18) Retail, Major: Includes the following:
- (I) Adult Businesses: As defined and regulated in the Municipal Code section 9-4.303.
 - (II) Animal Sales and Adoption Services: Retail sales and adoption of small animals typically considered pets. Excludes sale of live fish for personal aquariums.
 - (III) Discount/Club Membership Stores (over 10,000 square feet)
 - (IV) Floor Covering/Drapery Store (over 10,000 square feet)
 - (V) Glass Shop (sales/service)
 - (VI) Gun Shops
 - (VII) Home Improvement Centers (over 10,000 square feet)
 - (VIII) Multiple Tenant Merchandise Mart: means an enclosed commercial-sales structure containing multiple permanent tenant spaces/stalls/ booths where new merchandise is sold or service is rendered by five (5) or more separate vendors.
 - (IX) Office Supplies/Equipment (over 10,000 square feet)
- (19) Retail, Minor: An establishment that primarily offers new or used goods for purchase by the consumer of such goods, excluding other such establishments more specifically described herein. This use category includes vehicle sales if such a use is conducted completely within an enclosed building and does not include outdoor display of vehicles.
- (20) Services, Major: Includes the following-
- (I) Fuel Sales: An establishment offering the sale of motor fuel for any motor vehicle. Includes gas stations.

- (II) Dry Cleaning/Dyeing (retail only)
- (III) Mortuaries
- (IV) Service, Minor: Includes the following-
- (V) Animal Service: An establishment offering the provision of boarding associated with veterinary services, grooming, or veterinary services for small common household animals.
- (VI) Bank, Retail: Financial institutions that provide retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money and includes on or off-site automatic teller machines. Freestanding automatic teller machines (ATMs) kiosks are not permitted.
- (VII) General Service: An establishment offering the direct provision to the customer of personal services including barber and beauty shops, seamstresses, tailors, shoe repair shops, massage establishments, tattoo parlors, photocopying, mail and packing service centers, self-service laundries, locksmiths, and appliance repair.
- (VIII) Fitness and Health Establishment: Commercial or nonprofit facilities, such as fitness centers and health and athletic clubs, oriented toward promoting physical health. Such facilities can include any of the following: gymnasium, swimming pool, exercise equipment, indoor sauna, spa or hot tub facilities; indoor tennis, handball, racquetball, and other indoor sports activities.
- (20) Sidewalk Vendor Stand: Any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one's person, upon a public sidewalk or other pedestrian path for the purposes of vending food, beverages, or other merchandise.

- 4. **Development Standards.** Projects seeking approval pursuant to this chapter shall be subject to the following development standards:
 - A. **Residential density.** New development shall meet a minimum residential density of 30 dwelling units per acre. Maximum density shall be 70 dwelling units per acre. If only a portion of a legal parcel is redeveloped, the density of the project shall be calculated based on the area of the newly developed portion.
 - B. Floor space devoted to each use in mixed-use projects. New mixed-use projects which include a non-residential use component are permitted on the condition that at least 50 percent of the proposed project's total floor area is devoted to residential uses. Floor area of existing commercial uses on the parcel which will remain after construction of the proposed project is not counted towards the total floor area of the project.

- C. **Building height.** Maximum building height shall be 65 feet.
- D. Additional setbacks adjacent to residential zone. At locations adjacent to RL or RM zones new projects shall maintain a lower profile on facades adjacent to these zones to provide a transition between higher intensity developments and residential uses.
- (1) Where adjacent to an RL or RM zoned property, an additional five-foot setback from the shared property line is required for each floor above the second story.
- E. **Setbacks.**
- (1) Front yard.
 - (I) Minimum front yard setback shall be 10 feet from the front property line for projects where 100 percent of floor space is devoted to residential uses. Entry features such as stoops, porches, and walled garden spaces may encroach into the required setback up to six feet.
 - (II) For projects with commercial uses on the ground floor, the minimum front yard setback shall be five feet.
 - (2) Side yard. Minimum side yard setback shall be five feet or equal to the required front yard setback, whichever is larger.
 - (3) Rear yard. Minimum rear yard setback shall be five feet or equal to the required front yard setback, whichever is larger.
- F. **Open Space.**
- (1) Private outdoor space. For units not directly facing the RL zone, a minimum of 50 square feet of private outdoor space (as defined in Section 9-3.1502 of the Huntington Park Municipal Code) shall be provided for at least 50 percent of residential units. No dimension of the required private open space may be smaller than five feet. No private open space is required for units facing the RL zone.
 - (2) Common open space. Common open space (as defined in Section 9-3.1502 of the Huntington Park Municipal Code) shall be provided at a rate of 50 square feet per residential unit. Common open space shall average at least 25 feet in width and at no time may be less than 10 feet in width.
 - (3) Driveways, vehicular circulation areas, and parking areas may not be counted towards the required open space.
- G. **Parking.** Projects permitted under this chapter shall be required to provide onsite parking in accordance with Table 3 and all applicable state laws. Parking for proposed projects with deed-restricted units affordable to low- and/or very low-income households shall be required in accordance with Government Code Section 65915(p).

Table 3 Parking Standards	
Bedroom Count	Parking Standards for TOD Overlay Developments
Studio	0.5 spaces/dwelling unit
1 bedroom	1 space/dwelling unit
2-3 bedroom	1.5 spaces/dwelling unit
Senior Housing	0.5 spaces/dwelling unit
Guest spaces ¹	0.2 spaces/dwelling unit ¹
Non-residential Component of Mixed-Use Projects	
Non-residential uses	1 space for each 400 square feet of floor area of non-residential uses

1. Guest parking is only required when the number of required guest spaces is greater than one.

5. Design Standards.

A. Building orientation and articulation.

- (1) Vertical hierarchy. Buildings that are three stories or more in height shall be designed to differentiate between a defined base; a middle or body; and a top, cornice, or parapet cap. Buildings two stories or less shall include a defined base and a top, cornice, or parapet cap. All buildings shall achieve this effect through at least two of the following:
 - (I) Color, texture, or material changes;
 - (II) Variations, projections, or reveals in the wall plane;
 - (III) Variations in fenestration size or pattern; or
 - (IV) Decorative architectural details, such as cornices and columns.
- (2) Building articulation. The wall plane on all façades visible from a public street or other publicly accessible spaces shall include at least two of the following massing changes or architectural elements to break up monolithic building façades:
 - (I) Architectural projections such as balconies covered porches, dormers, or bay windows.
 - (II) A combination of two or more volumes differing in height by at least 8 feet for a width of at least 20 feet between one and five stories as allowed by applicable development standards.
 - (III) Upper story windows inset at least two inches or include headers sills, awnings, or decorative grills with a minimum width of three inches.
 - (IV) Wall plane offsets of at least 18 inches.

(V) Other features that serve the purpose of façade articulation at the discretion of the Director.

B. **Corner Lots.** Buildings located on corner lots shall include one or more of the following features on both street-facing facades, located within 25 feet of the corner of the building closest to the intersection:

- (1) An entrance to a ground-floor use or a primary building entrance. A single, corner-facing entrance is permitted.
- (2) A different material application, color, or pattern of windows and doors from the rest of the façade.
- (3) A change in height of at least 18 inches from the height of the abutting façade.

C. **Building and dwelling unit entrances.**

- (1) Primary pedestrian access. Primary pedestrian access to building lobbies shall be provided along the sidewalk or publicly accessible open spaces.
- (2) Architectural treatment of entries. A terrace, forecourt, corner entry, change in the roof line or wall plane, tower element, or architectural projection (three feet minimum depth) or similar treatment are required for all shared residential entrances. Individual entrances to street facing ground floor residential units, if proposed, must incorporate a porch, stoop, terrace, walled patio (42-inch maximum height), or combination thereof.

D. **Ground floor commercial height.** The floor to ceiling height of commercial uses located on the ground floor shall be a minimum of 12 feet.

E. **Windows and transparency requirements.**

- (1) Upper story windows visible from the public right-of-way shall be inset from the wall surface by a minimum of two inches or shall have a header, sills, awnings, or decorative grills with a minimum width of three inches.
- (2) If a proposed project includes a ground floor commercial component, ground floor windows and openings of the commercial component facing the street shall constitute a minimum of 65 percent of the street-level building façade.

F. **Parking facilities.**

- (1) Surface parking lots and garages shall be located to the side or rear of buildings and not adjacent to public roadways. Access to subterranean parking or to structure parking is acceptable provided that surface parking spaces are set back at least 40 feet from the front property line.

- (2) Structured parking shall be screened from the primary frontage with landscaping with vegetation that will grow to a minimum height equivalent to 75 percent of the height of the parking structure or residential or commercial floorspace in a wrap- or podium-style unit configuration.
- (3) To reduce the quantity of curb cuts onto major thoroughfares, primary vehicular access to parking facilities shall be provided via existing alleys or secondary streets where possible.

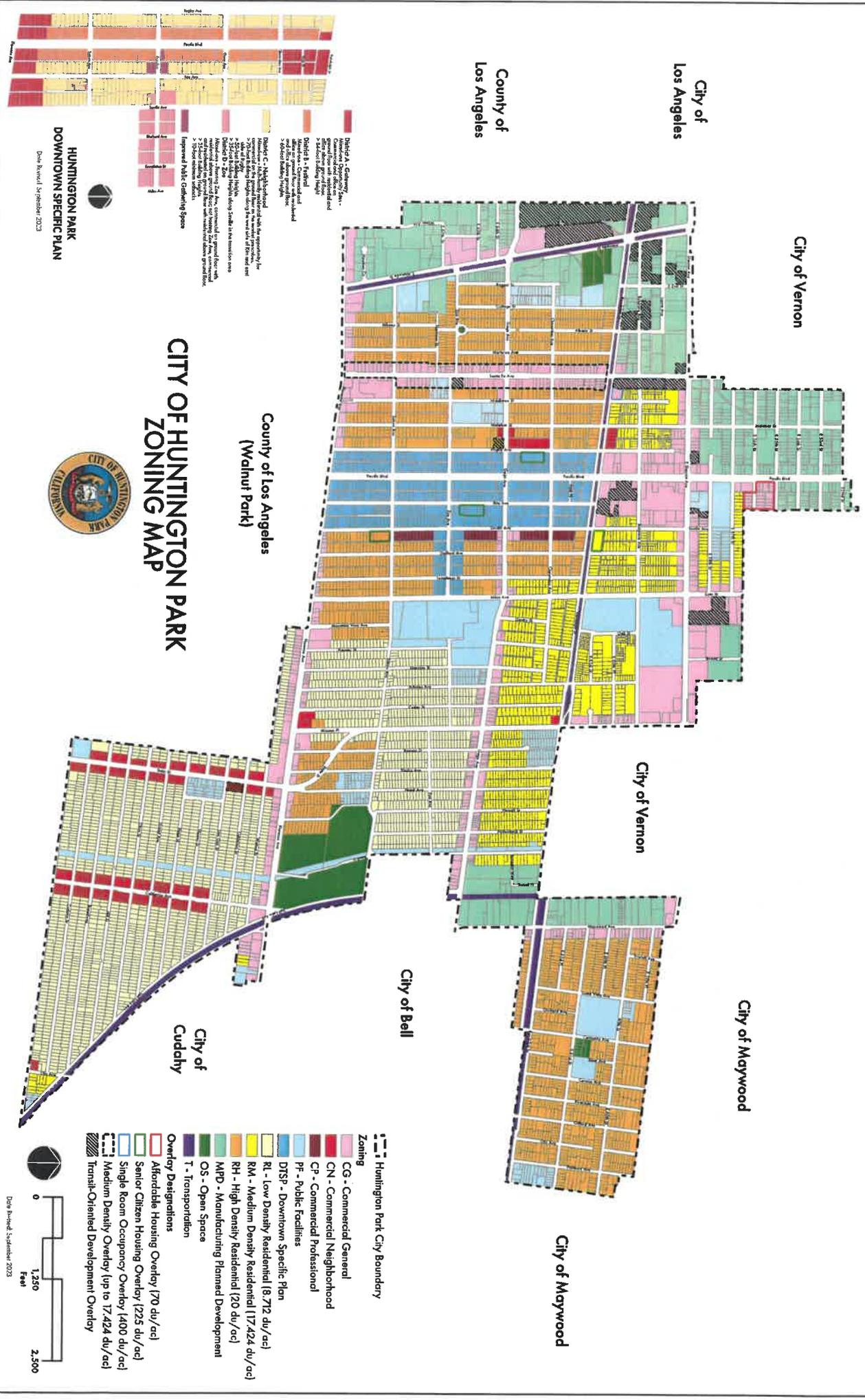
G. **Mechanical and utility equipment.** Mechanical and utility equipment (e.g., heating, cooling, antennas, satellite dishes, air conditioners, transformers, electric and gas meters, junction boxes, or similar equipment) shall be concealed from public view with landscaping, walls, fencing or, if roof mounted, with roof wells or other architectural features, to the maximum extent feasible and as allowed by the utility service provider.

H. **Privacy.**

- (1) Projects within 15 feet of existing buildings along the interior property lines shall reduce direct views into the adjacent building by offsetting or staggering windows and upper story balconies and decks by a minimum of one foot so there is no direct line of sight into the existing building's windows, balconies, or decks.
- (2) Balconies are not permitted on elevations adjacent to RL zones. Roof decks are permitted adjacent to RL zones provided they are set back a minimum of 10 feet from the building façade.

6. **Landscaping Standards.** Landscaping shall be used for all outdoor areas that are not specifically used for parking, driveways, walkways, or open space. Landscaping must comply with Chapter 9-3.4, Landscaping Standards

ATTACHMENT "B"



City of Vernon

City of Los Angeles

County of Los Angeles

City of Maywood

City of Vernon

City of Bell

City of Cudahy

County of Los Angeles
(Walnut Park)

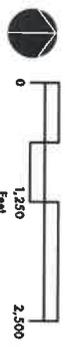
**CITY OF HUNTINGTON PARK
ZONING MAP**

**HUNTINGTON PARK
DOWNTOWN SPECIFIC PLAN**

Date Revised: September 2023



- Zoning**
- CG - Commercial General
 - CN - Commercial Neighborhood
 - CP - Commercial Professional
 - PF - Public Facilities
 - DTSP - Downtown Specific Plan
 - RL - Low Density Residential (8,272 du/ac)
 - RM - Medium Density Residential (17,424 du/ac)
 - RH - High Density Residential (20 du/ac)
 - MPP - Manufacturing Planned Development
 - OS - Open Space
 - T - Transportation
- Overlay Designations**
- Alfordable Housing Overlay (70 du/ac)
 - Senior Citizen Housing Overlay (225 du/ac)
 - Single Room Occupancy Overlay (400 du/ac)
 - Medium Density Overlay (up to 17,424 du/ac)
 - Transit-Oriented Development Overlay



Date Printed: September 2023

ITEM 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 7, 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:

CONSIDERATION AND APPROVAL TO INCREASE THE HOME REPAIR PROGRAM (HRP) MAXIMUM AMOUNT FROM \$25,000 TO UP TO A \$100,000 DEFERRED LOAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the amount increase from \$25,000 up to \$100,000 for the Home Repair Program.

BACKGROUND

On February 21, 2023, the City Council approved the HRP to provide monetary assistance to homeowners up to \$25,000 per unit to cover the cost of all labor, equipment, supplies, administrative support, community outreach, determination of eligibility of program participants, and documentation necessary for the implementation of the program. The eligible activities include interior and exterior repairs, energy conservation improvements, security/safety improvements, exterior refurbishing, property clean-up service, plumbing, air purifiers, flooring accessibility upgrades, ADA improvements, electrical upgrades and rewiring, HVAC repairs, window replacement, and roof repair. This action will assist residents of low- and moderate-income.

Staff find it necessary to request the City Council to approve the increase of the Home Repair Program to cover the cost increase in construction related to labor and materials. The first \$25,000 will be covered as a grant and the remaining amount, up to \$75,000, will be a second silent mortgage with a 0% interest deferred loan. The loan will be payable back to the City upon the sale of the property or the title is transferred. The additional \$75,000 in the form of a second silent loan will ensure homeowners remedy the health and safety violations identified during the home inspection by the Code Enforcement Officer and the Home Repair inspector. The HRP is currently funded at

APPROVAL TO INCREASE THE HOME REPAIR PROGRAM MAXIMUM AMOUNT FROM \$25,000 TO UP TO \$100,000

\$1,310,000 from HOME funds and there are 11 applicants in the process. This increase will provide adequate repairs to be covered for current and future applicants.

The increase in funding has limited the number of residents we can assist with the HRP. Therefore, staff will closely monitor funding and reassess the First Time Home Buyer Program (FTHB) funding. The FTHB has not had any approved applicants, due to the competitive housing market and the high interest rates. Staff will closely monitor and recommend to revisit the FTHB program to reduce the funding amount and reallocate the funds to the HRP, if the need arises

FISCAL IMPACT

There will be no fiscal impact on the General Fund. This program will be funded through the Housing and Urban Development grant via the HOME Program, from the following:

- Account Number FY 2018/2019: 242-5070-463.57-38
- Account Number FY 2019/2020: 242-5070-463.57-39
- Account Number FY 2023/2024: 242-5070-463.57-33

The funds are reimbursable to the City.

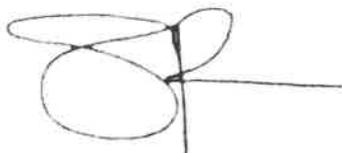
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Community Development Director

ITEM 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 7, 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:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSAL FOR PROFESSIONAL SERVICES TO PROVIDE LEAD AND ASBESTOS TESTING FOR THE HOME REPAIR PROGRAM (HRP) APPLICANTS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal from qualified and independent environmental testing contractors to provide lead-based and asbestos consulting for HRP applicants.

BACKGROUND

The City is soliciting Request for Proposals (RFP) from qualified environmental testing contractors to provide lead-based and asbestos home inspections for the HRP applicants. The City operates the Home Repair Program to assist residents in financing home improvement projects to ensure the house is up to code on health and safety issues. In order for the program to be in compliance with HUD-HOME requirements, the program needs to include lead and asbestos testing and abatement, if necessary. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective, and quality professional services to the City.

A formal RFP will be published to solicit proposals from qualified firms to provide this service. The following is a tentative schedule:

RFP ISSUED	November 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 14, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 15, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 21, 2023
TENTATIVE CITY COUNCIL AWARD DATE	December 5, 2023
CONTRACTUAL START DATE	December 6, 2023

CONSIDERATION AND APPROVAL TO PROVIDE A ONE (1) YEAR CONTRACT TO BARR AND CLARK, INC. FOR PROFESSIONAL SERVICES RELATED TO LEAD AND ASBESTOS TESTING FOR THE HOME REPAIR PROGRAM

LEGAL REQUIREMENT

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation. Community Development will post the RFP in the City's website. The RFP shall describe the tasks required and qualifications needed from qualified firms to deliver the scope of work. The time and location to submit qualifications shall also be placed within the published RFP. Once qualifications are submitted, reviewed, and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT

There will be no fiscal impact on the General Fund. This program will be funded through the Housing and Urban Development grant via the HOME Program, from the following:

- Account Number FY 2018/2019: 242-5070-463.57-38
- Account Number FY 2019/2020: 242-5070-463.57-39
- Account Number FY 2023/2024: 242-5070-463.57-33

The funds are reimbursable to the City.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

- A. Lead-based and Asbestos Testing Services RFP

ATTACHMENT "A"



CITY OF HUNTINGTON PARK REQUEST FOR PROPOSALS FOR Professional Services for Environmental Services

PROPOSAL DUE DATE: December 6, 2023 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6318
sforster@hpcapca.gov



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1. INTRODUCTION

The City of Huntington Park has been accepting applications for the Home Repair Program to financially assist residents in completing home improvement projects. This program consists of assisting homeowners to bring their homes up to health and safety code compliance. Currently, there are 12 homes in the process of being approved for the program. Further work will need to be conducted to meet compliance with the grant funding source, HOME- HUD. This will include lead paint and asbestos testing and abatement service, if necessary.

2. OVERVIEW

The City of Huntington Park (City) seeks the services of an environmental firm to conduct lead-based paint and asbestos tests on the homes that will be participating in the Home Repair Program. At the present time, the City wishes to work with a qualified environmental firm to assist in preparing the necessary technical documents relevant to Lead-Based Paint (LBP) and asbestos consulting, inspection, clearance, abatement specifications, and risk assessment. The successful consulting firm shall also have the resources to provide cost-effective and timely services, which include technical expertise in the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected firm will be required to have qualified individuals who have demonstrated experience within the environmental testing industry. The firm and Individuals who work for the firm should have relevant experience in Lead-Based Paint and Asbestos consulting for single-family residents in the City of Huntington Park.

Professional Services for Environmental Services

A. Tasks –

- RFP requirement:
 - 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.
 - Consultant shall incorporate all federal, state, and local laws, rules, and regulations.

PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:

- Combination Lead-Based Paint (LBP) and Asbestos Inspection and Risk Assessment (including visual assessment and cost-effective treatments).
- LBP and Asbestos Clearance
- LBP and Asbestos Abatement Specifications
- LBP and Asbestos Project Monitoring
- Federal and State Reporting
- Evaluation of possible locations of contamination.
- Remediation plan.
- Health and safety plan.

Professional Services for Environmental Services

4. 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.

5. 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.

6. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**Professional Services for Environmental Services**”. The envelope shall contain the name and address of the consultant clearly marked on the outside.

7. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Steve Forster, Director of Community Development

E-mail: sforster@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, November 14, 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, November 15, 2023**. Responses to the Questions will be emailed to every individual that has downloaded the RFP directly from the City’s website.

8. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, November 21, 2023** to:

City of Huntington Park – City Clerk’s Office
Attn: Steve Forster, Director of Community Development
6550 Miles Avenue
Huntington Park, CA 90255

9. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

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

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

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

IMPORTANT DATES

RFP ISSUED	November 7, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 14, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 15, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 21, 2023
TENTATIVE CITY COUNCIL AWARD DATE	December 5, 2023
APPROXIMATE CONTRACTUAL START DATE	December 6, 2023

ITEM 6



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT, FEE WAIVER AND AGREEMENT REQUEST BY EAST SIDE RIDERS BIKE CLUB FOR 2023-2024, "BICYCLE EDUCATION AND SAFETY TRAINING (BEAST)."

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Activities in Public Places Permit for East Side Riders Bike Club to provide Bicycle Education and Safety Training for the City's youth; and
2. Approve fee waiver request; and
3. Approve agreement with East Side Riders Bike Club for 2023-24 with an option to extend for up to two additional years if mutually agreed upon; and
4. Authorize City Manager to execute agreement; and
5. Waive all recommended fees.

BACKGROUND

For several years East Side Riders Bike Club has been providing Bicycle Education and Safety Training to youth in Watts and neighboring cities. This training will now be offered at no additional cost to youth from the City of Huntington Park. For the first time East Side Riders Bike Club will provide Bicycle Education and Safety Training at most Parks in the City. Participants will learn bike safety basics, bike maintenance and inspection, road safety, traffic rules, and bike routes. These activities are aimed at all types of learners, ages 8-18 years old; however, parents are welcome to join too. They will make new friends and meet people from different backgrounds and will develop new social skills.

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT, FEE WAIVER REQUEST AND AN AGREEMENT WITH EAST SIDE RIDERS BIKE CLUB FOR 2023-2024, “BICYCLE EDUCATION AND SAFETY TRAINING” (BEAST).

November 7, 2023

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During a Parks & Recreation Commission meeting held on October 10, 2023, at 6:00pm, the Parks & Recreation Commission (Commission) reviewed the Facility Fee Waiver Application submitted by East Side Riders Bike Club. The Commission is recommending waiving fees for the Council’s consideration and approval. The non-profit is an eligible entity and the logistics of the proposed trainings for which they seek a city facility use permit and facility fee waiver are the following:

The proposed 2023-2024 Bicycle Education and Safety Training hours of operation are as follows:

- November 2023: Salt Lake Park; Monday – Friday 3:30 pm – 5:50 pm
- December 2023: Raul Perez Park; Monday – Friday 3:30 pm – 5:30 pm
- January 2024; Freedom Park; Monday – Friday 3:30 pm – 5:30 pm
- February 2024; Robert Keller Park and Raul Perez Park. Keller Park, Monday – Friday 3:30 pm – 5:30 pm. Perez Park, Monday – Friday 3:30 pm – 5:30 pm
- March 2023: Robert Keller Park; Friday and or Saturday. Friday 3:30 pm – 5:30 pm and Saturday 10 am -12:30 p.m.
- April 2024: Salt Lake Park; Monday – Friday 3:30 pm – 5:50 pm
- May 2024: Raul Perez Park; Monday – Friday 3:30 pm – 5:30 pm
- June 2024; Freedom Park; Monday – Friday 3:30 pm – 5:30 pm

FISCAL IMPACT/FINANCING

After the completion of 2023-2024 Bicycle Education and Safety Training, East Side Riders Bike Club shall prepare a report with total number of youth that participated and submit the report to the City’s Parks and Recreation Director within 30 days of the last day of Bicycle Education and Safety Training to assess for future collaboration.

East Side Riders Bike Club is requesting a 100% fee waiver for 2023-2024 Bicycle Education and Safety Training. The total cost for the requested facilities throughout the four City parks and personnel for the calendared trainings for the remainder of 2023 until June of 2024 totals to the amount of: **\$15,501.00.**

The Parks & Recreation Commission motioned 5-0, and recommended to have East Side Riders Bike Club fees for facilities and personnel waived and have them pay for the following fees:

<u>Fees recommended be paid:</u>	
Refundable Deposit	\$ 500.00
Total recommended be paid:	\$ 500.00
(Fees recommended be waived:	\$15,001.00)

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT, FEE WAIVER REQUEST AND AN AGREEMENT WITH EAST SIDE RIDERS BIKE CLUB FOR 2023-2024, "BICYCLE EDUCATION AND SAFETY TRAINING" (BEAST).

November 7, 2023

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In addition to the \$15, 501.00, East Side Riders Bike Club is requesting funding of up to \$90,000 from the City to assist in the support of the program as they are primarily funded through the Amity Foundation and the County of Los Angeles Care First Community Investment (CFCI) Grant. They are committed to collaborating and providing these services to the City of Huntington Park for the next three years, but will require some financial assistance to aid with the program overhead to provide these much needed resources to the youth in our city.

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.02 – Permit - Required and 5-13.09 Departmental Service Charges, Council must first approve proposed special events held on City property, prior to the issuance of a permit and/or fee waiver request for use of city facilities. In addition, the City Property and Facility Use Fee Waiver Policy stipulates that all facility fee waiver requests for use of City property for activities in public places, must first be reviewed and approved for Council recommendation, by the Parks and Recreation Commission.

CONCLUSION

Upon City Council approval, staff will proceed with all recommended actions and work with East Side Riders Bike Club to ensure all event logistics are in place.

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

A. East Side Riders Bike Club Letter of Agreement

**CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT,
FEE WAIVER REQUEST AND AN AGREEMENT WITH EAST SIDE RIDERS BIKE
CLUB FOR 2023-2024, "BICYCLE EDUCATION AND SAFETY TRAINING" (BEAST).**

November 7, 2023

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- B. Facility Rental Application
- C. Facility Fee Waiver Application
- D. 2023-2024 Bicycle Education and Safety Training Curriculum
- E. East Side Riders Bike Club Insurance



ATTACHMENT A

City of Huntington Park
Parks and Recreation Director,
Cynthia Norzagaray, M.S.W.

Parks and Recreation Department
3401 E. Florence Ave, Salt Lake Park, Huntington Park, CA

LETTER OF AGREEMENT

Facility Use Agreement, Supplemental Terms

The City of Huntington Park (City) and The East Side Riders Bike Club (Permittee) have entered into a Facility Use Agreement (Permit) to allow Permittee to offer programs at City owned facilities based on availability; Salt Lake Park Recreation Center located at 3401 E. Florence Avenue, Huntington Park, CA 90255, Robert H. Keller Park located at 6550 Miles Avenue, Huntington Park, CA 90255, Freedom Park located at 3801 E. 61st Street, Huntington Park, CA 90255, Veterans Park located at 3434 Walnut Street, Huntington Park A 9025 and Raul R. Perez Memorial Park located at 6208 Alameda Street Huntington Park A 90255 (collectively referred to herein as the "Facilities"). This letter of agreement outlines supplemental agreements to the attached Permit related to Permittee's use of the Facilities and park space for providing Recreational program between November 2023 and June 30, 2024; with an option to extend two additional years, until June of 2026.

The City and Permittee agree to the following:

1. Term of Agreement: This agreement shall remain active during the term stated on the Permit. Either the Permittee or the City may terminate this agreement upon 30 days written notice. However, in the event that Permittee must cancel the program due to low enrollment, Permittee shall provide the City written notice at least seven days prior to cancelation.
2. Schedule of use: During the term of this Permit, Permittee is granted use of the Parking lots, and basketball Courts based on availability for Bicycle Education and Safety Training (BEAST) Class/program between November 2023 and June 30, 2024. Permittee's hours of use will be 3:30 p.m. 6:00pm as established by mutual agreement between the City and Permittee. Requests for other facilities may be submitted to the City and may be granted on an "as available" basis. City program needs and prior permits will take priority over such special requests.
3. Compensation:

- a. Permittee agrees to provide this program at its sole expense and has adequate resources to do so through grant funding. Permittee will receive some financial support and/or payment from the City in relation to providing the indicated programs. Permittee is allowed to charge a reasonable fee to participants as well as seek and utilize third party funding and grants to support said programs. All fees related to Permittee's Bicycle Education and Safety Training (BEAST) program must be reviewed and approved in writing by the Parks Director prior to implementation by Permittee.
 - b. The City recognizes the need for such programs within its community. At this time, the City is unable to provide such programs through its own resources. For this reason, the City is sponsoring this program and waiving all normal facility use fees associated with this Permit in accordance with its City Property and Facility Use Fee Waiver Policy. Special requests and use of facilities not covered under this Permit or the attached Schedule may result in a charge. The City shall only charge Permittee for those actual costs created by Permittee's use of facilities.
4. Promotion: The City will assist Permittee in promoting the Program through its facilities, website and quarterly recreation guide. On all promotional materials provided by Permittee or City for this Program, City shall be appropriately acknowledged for its sponsorship. If Permittee plans to use the City's logo, Permittee shall secure City Manager's written consent prior to such use.
5. Programming: Permittee shall provide the Parks Director a list of daily activities and lesson plans scheduled to be provided. Details will include the ratio from child to staff and the number of program volunteers. The Permittee's Bicycle Education and Safety Training (BEAST) program must maintain a minimum ratio of one (1) staff person for every twenty (20) participants. The permittee shall prepare outcomes or surveys upon completion of the Bicycle Education and Safety Training (BEAST). Permittee shall provide the results of the outcomes or surveys to the Parks Director within thirty days of completion of the Bicycle Education and Safety Training Class (BEAST) Curriculum/Program.
6. Compliance with Laws and Rules: Permittee shall be responsible to ensure that their staff, participants, volunteers and other individuals associated with these programs will comply with all Park Ordinances as well as the policies, procedures and rules as provided by the City, including the attached "Permit Rules", and all directions provided by City staff.
7. Background Screening of Staff: Permittee is responsible for providing all staff, either paid or volunteer, to properly supervise the Program and ensure the safety of its participants. To this end, Permittee agrees to follow all standard background check, TB testing, and fingerprinting practices as required by law of programs that serve children prior to the commencement of the Bicycle Education and Safety Training Class (BEAST) Curriculum/Program.
8. Indemnification: Permittee agrees to defend, indemnify, and hold harmless the City of Huntington Park and its officers, employees and agents from and against any and all loss, liability, charges and expenses including attorney's fees and cost which may arise out of the use of the Facilities provided for during this agreement.

9. Insurance: Prior to the commencement of this agreement, the Permittee shall obtain from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:
- a. General liability insurance coverage in an amount not less than \$2,000,000.
 - b. Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
 - c. Comprehensive General Liability insurance as follows:
 - i. The automobile and comprehensive general liability policies may be combined in a single policy, provided that such policy shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages.
 - ii. The insurance policy for bodily injury and property damage coverage shall have or contain the following:
 1. If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
 2. An endorsement extending coverage to the City, its officers and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.
 3. A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 4. A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
 5. A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
 - iii. As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.
 - iv. The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.

- d. Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
 - e. All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
 - f. The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
 - g. Cover all operations and activities of the Permittee pursuant to the terms of this Agreement.
10. Abandonment of equipment. Any equipment left in the possession of the City after thirty (30) days past the termination of this agreement will become the property of the City.
11. Cleaning of Facilities. The City shall be responsible for maintaining the Facilities in a clean and safe manner. Permittee is responsible for inspecting the Facilities prior to use. Any damage or unsafe conditions are to be reported to the Recreation Supervisor immediately. Areas or Facilities containing an unsafe condition should not be used until the unsafe condition can be corrected. Permittee is solely responsible for determining that facilities are safe and appropriate for their planned use or activity. Permittee is responsible for leaving each facility used in a clean and orderly manner after each use. Park Staff will not be responsible for basic cleaning inside the Facilities during the term of this permit.
12. Personal items are the responsibility of their owner and may not be left in the facilities after each use. The City is not responsible for lost or stolen items.
13. The Parks Director has the right to change the days, times, and area of use by providing the Permittee with 24-hour email notice.
14. City will do its best to provide adequate notification of facility closures due to emergency or maintenance needs. As safety of the public is the primary concern of both agencies, such closures will be complied with.
15. Use of the Facilities is on a non-exclusive use basis. Permittee is aware that members of the public may be present and agree that Permittee is solely responsible for the safety and supervision of their participants. Bicycle Education and Safety Training (BEAST) gets use of the restrooms.
16. To ensure a clean and sanitary environment, the City will commit to the following:
- a. Provide a clean environment in accordance to city standards
 - b. Floors will be swept and mopped daily

Note: Permittee will ensure that the floor is free from debris. The permittee shall put away all supplies at the end of each scheduled day. The City is not responsible for items that are left out overnight. All found items will be placed in a designated lost and found space and will require identification for pick up.

17. Damage or loss. Permittee is solely responsible to pay for any damage or loss to the Facilities resulting from Permittee's use of the Facilities. However, Permittee shall not be liable for costs associated with normal wear and tear.
18. Independent parties. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
19. Assignment and Subletting. Permittee shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet or otherwise encumber all or any part of Permittee's interest, rights, duties, or privileges in this Agreement or in the Facilities without obtaining the prior written consent of the City in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of the City, shall immediately terminate this Agreement. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of the City, shall relieve Permittee of its obligation to make payments and to perform all of the other obligations to be performed by Permittee hereunder. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer.
20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
21. Discrimination. Permittee agrees not to discriminate against anyone on any basis protected under California and/or Federal law.
22. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
23. Counterparts. This Agreement and all amendments and supplements to it may be executed by the parties in counterparts, and all counterparts together shall be construed as one document and an original copy.
24. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

Executed on this, the 7th day of November of 2023.

On Behalf of City of Huntington Park:

On Behalf of Eastside Bike Riders Club

Ricardo Reyes, City Manager

John Jones III, CEO

Date

Date

Cynthia Norzagaray, Director of Parks & Recreation

Date

Facility Rental Application

ATTACHMENT B



Please use this Application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. **In order to reserve a facility for private special events, facility rental applications and rental fees MUST be submitted and paid in full a minimum of 2 weeks prior to event date(s)** (Please see policy for adding time to your rental). Submission of this application does not guarantee rental of facility.

CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION East Side Riders Bike Club TAX ID # (Non-profits only) 27-1119835
 APPLICANT NAME/PERSON RESPONSIBLE John Jones TITLE President
 CELL PHONE (213) 925-5567 ALTERNATE PHONE _____
 EMAIL john.jonesiii@gmail.com
 ADDRESS 6013 State Street CITY Huntington Park STATE CA ZIP 90255

EVENT INFORMATION

NAME AND TYPE OF EVENT "Beast Class"/ Bicycye Education & Safety Traning ESTIMATED ATTENDANCE 30
 FACILITY REQUESTED, IF KNOWN Robert Keller Park, Salt Lake Park, Perez Park, Freedom Park,
 SET UP DATE(S) REQUESTED _____ SET UP START TIME _____ SET UP END TIME _____
 EVENT DATE(S) REQUESTED _____ EVENT START TIME _____ EVENT END TIME _____
 CLEAN UP DATE(S) REQUESTED _____ CLEAN UP START TIME _____ CLEAN UP END TIME _____

* If more than three (3) dates are requested, please list all dates and times in "COMMENT / ADDITONAL DATES" section on backside.

EVENT DETAILS

1. Is your event open to the public? Yes No (If yes, liability insurance required)
2. Is this a fundraising event? Yes No (If yes, liability insurance required)
3. Will there be admission, charge or donation? Yes No (If yes, liability insurance required)
4. Will alcohol be served during the event? Yes No (If yes, please see security guard policy)
5. Is the celebrant of your event younger than 21 years? Yes No (If yes, liability insurance & ABC license required)
6. Will alcoholic beverages be sold at the event? Yes No (if yes, janitorial services are required)
7. Will non pre-packaged food be served? Yes No (If yes, liability insurance required)
8. Will Caterer/Bartender be onsite during your event? Yes No (If yes, liability insurance & BL required)

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE John Jones III DATE 9/7/2023

STAFF USE ONLY

APPLICATION RECEIVED BY _____ APPLICATION APPROVED BY _____
 APPLICATION PROCESSED/LOGGED BY _____
 FACILITY FEES DUE _____ STAFF FEES DUE _____ JANITORIAL FEES DUE _____ KITCHEN FEES DUE _____
 DEPOSIT DUE _____ RECEIPT NO. _____ PAYMENT TYPE: CHECK MONEY ORDER VISA/MASTERCARD _____
 JANITORIAL & SECURITY SERVICES CONFIRMED BY _____ CONFIRMATION DATE _____

COMMENTS / ADDITIONAL DATES AND TIMES

PLEASE SEE ATTACHED DOCUMENT

ATTACHMENT C



Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Application to this form and return to the Department of Parks and Recreation. **Applications must be submitted at least 60 days before event.**

Submission of this application does not guarantee rental of facility.

A. CONTACT INFORMATION

Name of Group/Organization East Side Riders Bike Club

Is this a non-profit organization YES NO Tax ID # (Non-profit only) 27-1119835

Applicant Name/Person Responsible John Jones III Title President

Cell Phone (213) 925-5567 Alternate Phone _____

E-mail Address john.jonesIII@esrbc.org

Address 6013 State Street City Los Angeles State CA Zip 90255

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver

- | | |
|---|---|
| <input checked="" type="checkbox"/> FREEDOM PARK RECREATION CENTER | <input type="checkbox"/> FREEDOM PARK ATHLETIC FIELD |
| <input type="checkbox"/> HUNTINGTON PARK COMMUNITY CENTER | <input type="checkbox"/> KEVIN DE LEON SOCCER FIELD |
| <input checked="" type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER | <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD |
| <input checked="" type="checkbox"/> ROBERT H. KELLER PARK | <input type="checkbox"/> ROBERT H. KELLER PARK PICNIC SHELTER |
| <input type="checkbox"/> SALT LAKE PARK CLUB ROOM # _____ | <input checked="" type="checkbox"/> SALT LAKE PARK BALL FIELD # _____ by park |
| <input type="checkbox"/> SALT LAKE PARK BATTING CAGES | <input type="checkbox"/> SALT LAKE PARK GYMNASIUM |
| <input type="checkbox"/> SALT LAKE PARK LOUNGE | <input type="checkbox"/> SALT LAKE PARK SOCIAL HALL |
| <input type="checkbox"/> SALT LAKE PARK SOCCER SQUARE SENIOR PARK | |
| <input type="checkbox"/> OTHER _____ | |

C. EVENT INFORMATION

1. Event Description (provide a detailed description of the event, its purpose, and the activities that will take place).

East Side Riders Bike Club, will be conducting "Beast Class"/ Bicycye Education & Safety Traning for
the community.

Anticipated Daily Attendance _____ Anticipated Total Attendance _____

2. Is your organization an official non-profit organization 501(c)3? Yes No

• If yes, list the non-profit tax ID number

27-1119835

3. Will you be charging a fee for this event? Yes No
• If yes, list all fees:
FREE to the community.

4. Will the event be open to the public? Yes No
5. Is this event a fundraiser? Yes No

D. EVENT DATES AND TIMES

Set-up Date(s) <u>see attachment</u>	Set-up Start Time <u>see attachment</u>
Event Start Date(s) <u>see attachment</u>	Event Start Time <u>see attachment</u>
Event End Date <u>see attachment</u>	Event End Time <u>see attachment</u>
Breakdown Date(s) <u>see attachment</u>	Breakdown End Time <u>see attachment</u>

E. FEE WAIVER INFORMATION

Please complete ONLY the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event _____

How does this event benefit the residents of Huntington Park?

For Residents and youth of Huntington Park to have the training in riding a bicycle safely on the streets.

For the youth to get involved in other after school activities.

Why is it necessary to hold this event at a City facility?

To have more community engagement in cycling and after school activities for the youth.

Non-Profit Organization or Private Business, Organization or Individual

*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park? Yes No

Indicate the negative impact or financial hardship that the normal facility fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your fee waiver request.

Having to pay this fees will take away from ESRBC from being able to service the community and the youth.

ATTACHMENT D



BEAST Class Monthly Park Schedule

Bicycle Education And Safety Training (BEAST) Class Curriculum (tentative)

Month 1: November 2023

Location

Salt Lake Park (by the baseball)

3401 E Florence Ave, Huntington Park, CA 90255

Monday - Friday 3:30 pm - 5:50 pm

November 13, 14, 15, 16, 17, 20, 21, 22, 24, 27, 28, 29, 30

- Session 4: Riding Techniques and Handling Skills
 - Review of basic riding skills: starting, stopping, balancing
 - Introduction to advanced skills: turning, emergency braking, swerving
 - Practical exercises for improving bike handling and control
 - Obstacle course in the parking lot to practice maneuvering skills
- Session 5: Bike Routes and Trail Riding
 - Planning bike routes: choosing safe and efficient paths
 - Exploring Salt Lake Park paths and trails
 - Understanding trail etiquette and sharing paths with pedestrians

- Group bike ride along designated routes to apply learned skills
- Session 6: Guest Speaker - Bike Advocacy and Community Engagement
 - Inviting a local bike advocate to discuss the importance of bike-friendly communities
 - Sharing success stories of promoting cycling and safety in other cities
 - Brainstorming ways participants can contribute to a more bike-friendly Huntington Park
 - Q&A session with the guest speaker

Month 2: December 2023

Location

Perez Park (by the Court & MPR)

3401 E Florence Ave, Huntington Park, CA 90255

Monday - Friday 3:30 pm - 5:30 pm

December 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 26, 27, 28, 29,

- Session 7: Bike Handling in Challenging Environments
 - Techniques for riding on uneven surfaces, gravel, and grass
 - Practicing controlled descents and ascents
 - Navigating obstacles safely: curbs, potholes, and small barriers
 - Confidence-building exercises on the basketball court and grassy areas
- Session 8: Night Riding and Visibility
 - Importance of visibility while riding at night
 - Proper lighting and reflective gear for night riding
 - Addressing challenges unique to low-light conditions

- Group night ride within the well-lit park area to practice visibility strategies
- Session 9: Bike Repair Workshop
 - Basic on-the-go repairs: fixing a flat tire, adjusting brakes, chain maintenance
 - Participants practicing repair skills under supervision
 - Providing resources for further bike repair learning

Month 3: January 2024

Location:

Freedom Park

3801 E 1st St, Huntington Park, CA 90255

Monday - Fridays 3:30pm - 5:30 pm

January 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31

- Session 10: Bike Safety for Families and Kids
 - Tips for riding with young children safely
 - Introduction to child carriers, trailers, and kids' bikes
 - Guiding families on choosing appropriate routes and paths
 - Group demonstration of safe family riding scenarios
- Session 11: Emergency Preparedness and First Aid
 - Basic first aid for common cycling injuries: cuts, bruises, scrapes
 - Responding to emergencies: calling for help, providing initial aid
 - Participants practicing first aid techniques on simulated scenarios
- Session 12: Final Assessment and Graduation Ride

- Review of all learned material from previous sessions
- Practical assessment of participants' biking skills and safety knowledge
- Graduation ride through Freedom Park to demonstrate proficiency
- Certificate presentation ceremony and celebration

Month 4: February 2024

Location:

Keller Park 6542 Miles Ave, Huntington Park, CA 90255 (parking lot)

Perez Park 3401 E Florence Ave, Huntington Park, CA 90255 (2nd Basketball Court

Monday - Friday 3:30 pm - 5:30 pm

February 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29

- **Session 13: Group Ride and Community Engagement**
 - Combining participants from Keller Park and Perez Park sessions
 - Group bike ride starting at Keller Park, passing through Perez Park, and back
 - Creating a sense of community among participants from different locations
 - Post-ride gathering and sharing of experiences

This curriculum covers a wide range of bike education and safety topics while utilizing the various parks and outdoor spaces in Huntington Park. Each month's focus and park location provide a dynamic and engaging learning experience for participants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
- 3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
- 4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 - 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3), (4) and (6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa)** commence on a clearly identifiable day during the policy period; and
- (bb)** end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc)** be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd)** be neither expected nor intended from the standpoint of any insured; and
- (ee)** be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff)** not originate at or from a storage tank or other container, duct or piping which:
 - a.** is below the surface of the ground or water; or
 - b.** at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a.** coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
 - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - c. the Additional Insureds financial control of you; or
 - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. 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:

- a. required by the contract or agreement; or
 - b. 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.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

- 1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

- 2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

- 3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

- 1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
- 2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED:**

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.

Item 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the Professional Services Agreement to Ladayu Consulting Group for construction management and inspection services related to the oversight of CIP 2019-02 Slauson Ave Congestion Relief Project for a not-to-exceed amount of \$450,385; and
2. Authorize the Finance Department to allocate funding into a project account number that will pay for this service while staff seeks reimbursement from Metro; and
3. Authorize the City Manager to execute the professional services agreement (PSA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of October 3, 2023, the City Council authorized staff to solicit proposals for Construction Management and Inspection Services (CM/CI) related to the oversight of CIP 2019-02 Slauson Ave Congestion Relief Project (Project).

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

November 7, 2023

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The project design includes an additional eastbound travel lane on Slauson Avenue between Alameda Street and State Street. Enhancements include increase queuing on left turn pockets, placement of bus stops on the “far-side” of intersections for operational efficiency and upgrading five signalized intersections with new signal poles, conduit, wiring, controller cabinets and video detection.

Design includes concreting six (6) intersections to improve crosswalk reliability and mitigate rutting caused by large commercial vehicles. Staff initiated protected permissive left-turn movement studies for northbound, southbound, eastbound, and westbound traffic at three intersections. Additionally, there is one bus turnout for westbound traffic at the west leg at Slauson Avenue and Bickett Street.

The five Slauson Avenue intersections are as follows:

- Slauson Avenue at Alameda Street
- Slauson Avenue at Santa Fe Avenue
- Slauson Avenue at Miles Avenue/ Soto Street
- Slauson Avenue at Bickett Street
- Slauson Avenue at Boyle Avenue/State Street

On October 6, 2023, the City Clerk’s Office published the RFP in the local newspaper of general circulation and Public Work’ posted the RFP on the City’s website and other forms of electronic media. City Clerk’s Office received nine proposals on November 1, 2023.

1. Cannon	\$461,360
2. Fountain Head	\$582,764
3. GK & Associates	\$511,806
4. Infrastructure Engineers a Bowman Company	\$440,060
5. KOA a Lochner Company	\$491,505
6. Ladayu Consulting Group	\$450,385
7. Southstar Engineering & Consulting, Inc.	\$608,409
8. West & Associates Engineering, Inc.	\$365,000
9. Z&K Consultants, Inc. (No Material Testing)	\$353,220

City staff has relayed that CM/CI support from an outside consultant is necessary to accomplish the construction phase of the project. This entails assuring contractor’s work conforms to the project specifications and is accomplished by inspecting the contractor’s work on a daily basis; by keeping a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders; coordinating with an independent testing lab any materials testing required by project specifications; by verifying quantities for payment on contractor’s monthly pay request; and by coordinating construction activities with residents and utility companies. Based on the above-mentioned information, it is the staff’s recommendation to award the CM/CI

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

November 7, 2023

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contract agreement based on demonstrating the ability to comply with the RFP to Ladayu Consulting Group.

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. City is awarding Ladayu Consulting Group a professional services agreement based on demonstrating competence and qualifications for this type of service.

FISCAL IMPACT/FINANCING

Ladayu Consulting Group submitted a proposal and fee schedule for a not-to-exceed fee of \$450,385 in accordance with the requirements stipulated in the RFP. Metro funds are 100% reimbursable. A local match is not necessary. Staff will seek reimbursement as work progresses. Staff recommends awarding the PSA for the not-to-exceed amount. Finance Department to allocate funds into a project account number that will pay for this service while staff seeks reimbursement from Metro.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

November 7, 2023

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ATTACHMENT(S)

- A. Ladayu Consulting Group PSA
- B. Consultants' Proposals

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES CIP 2019-02 SLAUSON AVE CONGESTION RELIEF PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **7th day of November 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Ladayu Consulting Group** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, 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 **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **November 7, 2023, to December 31, 2024**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. 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.
- 1.3 COMPENSATION:
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$450,385** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'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 notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: 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 materials, 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 CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives 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 Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates **Daniel R. Garcia** 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 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 CONTRACTOR.

- 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 to the highest standards of CONTRACTOR'S profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) 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 CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONSULTANT or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT 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 SUB-CONTRACTOR. 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual 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 Two Million Dollars (\$2,000,000.00) 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 and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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

- 3.4 PRIMACY OF CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 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 on forms satisfactory to CITY in its sole and absolute discretion. **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 and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. 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 CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against 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 or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 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 CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT 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 CONTRACTOR'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: 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. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) 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 14-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 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-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) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'S and/or its employees' disregard or violation of 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY'S discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY 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 to the reasonable satisfaction of CITY 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 written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all 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 SUB-CONTRACTORS 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
Attn: Daniel R. Garcia, P.E.
Office: (310) 968-7263
dgarcia@ladayucg.com

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) 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 remaining two original counterparts shall be retained by CITY.

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:

LADAYU CONSULTING GROUP:

By: Ricardo Reyes
City Manager

By: Ladayu Phaphan
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

LADAYU CONSULTING GROUP

November 1, 2023

REQUEST FOR PROPOSALS

CIP 2019-02 Slauson Avenue Congestion Relief Project – CM/CI Services



Prepared for:

By:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Cesar Roldan, Director of Public Works
croidan@hpca.gov

Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
www.ladayucg.com
(310) 968-7263

November 1, 2023

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



RE: Request for Proposals for Construction Management and Inspection Services for CIP 2019-02 Slauson Avenue Congestion Relief Project

Ladaya Consulting Group (LCG) is pleased to present our proposal to the City of Huntington Park for Construction Management and Inspection Services for CIP 2019-02 Slauson Avenue Congestion Relief Project. LCG will assign Daniel R. Garcia, PE, REA, CPP to be this Contract's primary point of contact with the City as well as the Construction Manager for this project.

LCG has specialized in providing Engineering Services to California jurisdictions. It is LCG's understanding that the City of Huntington Park is seeking a Construction Manager and Inspector to oversee the contractor on the Slauson Avenue Congestion Relief Project. As mentioned, Daniel Garcia, PE will be the Construction Manager and Angel Quintero will be the Inspector. LCG has been performing these services to many jurisdictions throughout the State of California.

I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our Proposal. LCG is a sole proprietorship and has been in business since 2015. LCG currently has 16 employees and is growing. I have authorized Daniel Garcia to be the Main Point of Contact/Construction Manager for the City of Huntington Park and he is authorized to represent LCG for all negotiations. Daniel's contact information follows:

Daniel R. Garcia, PE, REA, CPP - Project Manager

Ladaya Consulting Group (full legal company name - no parent companies)
316 Tejon Place
Palos Verdes Estates, CA 90274 (only company address)
dgarcia@ladayucg.com | C: 310.968.7263

We appreciate the opportunity to present our qualifications, experience and desire to provide Construction Management and Inspection Services to the City of Huntington Park for your review and consideration. We have reviewed the City of Huntington Park's Professional Services Agreement and are ready to execute.

This proposal will remain in effect for no less than 180 days from the date of submittal. 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.

Sincerely,

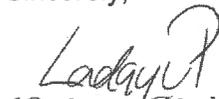

Ladayu Phaphan
Founder and President



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LCG's Background



Ladayu Consulting Group (LCG) is uniquely qualified to provide the City of Huntington Park with exceptional Construction Management & Inspection Services CIP 2019-02 Slauson Avenue Congestion Relief Project as evidenced by our proven track record of successfully providing similar services to municipalities throughout California. Most of LCG's staff are from the municipal public sector. We are small enough to ensure that we can maintain focus and are responsive to the needs of the City of Huntington Park, yet

big enough to serve all of the City of Huntington Park needs for Construction Management & Inspection Services CIP 2019-02 Slauson Avenue Congestion Relief Project tasks.

Ladayu Consulting Group provides a host of services to cities including:

- Construction Management/ Construction Inspection
- Civil/Private Development Plan Review Services (includes grading, streets, storm drains, sewers, erosion control, etc.)
- Land Development/Subdivision Map Act (includes tracts, parcel maps, vesting, etc.)
- Project and Program Management
- Public Works Management
- City Engineering
- Traffic Engineering
- Grant Administration
- Sewer and Storm Drain Compliance

LCG's staff has held senior and executive management positions within numerous California cities including titles of Construction Manager, Inspector and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

LCG was formed and founded in 2015 (8 years in business) and established our Engineering office in Palos Verdes Estates. We are a sole proprietorship. Our legal name is Ladayu Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. Our official business address and primary point of contact follows:

Daniel R. Garcia, PE, REA, CPP – Project Manager

Ladayu Consulting Group (legal name)

316 Tejon Place

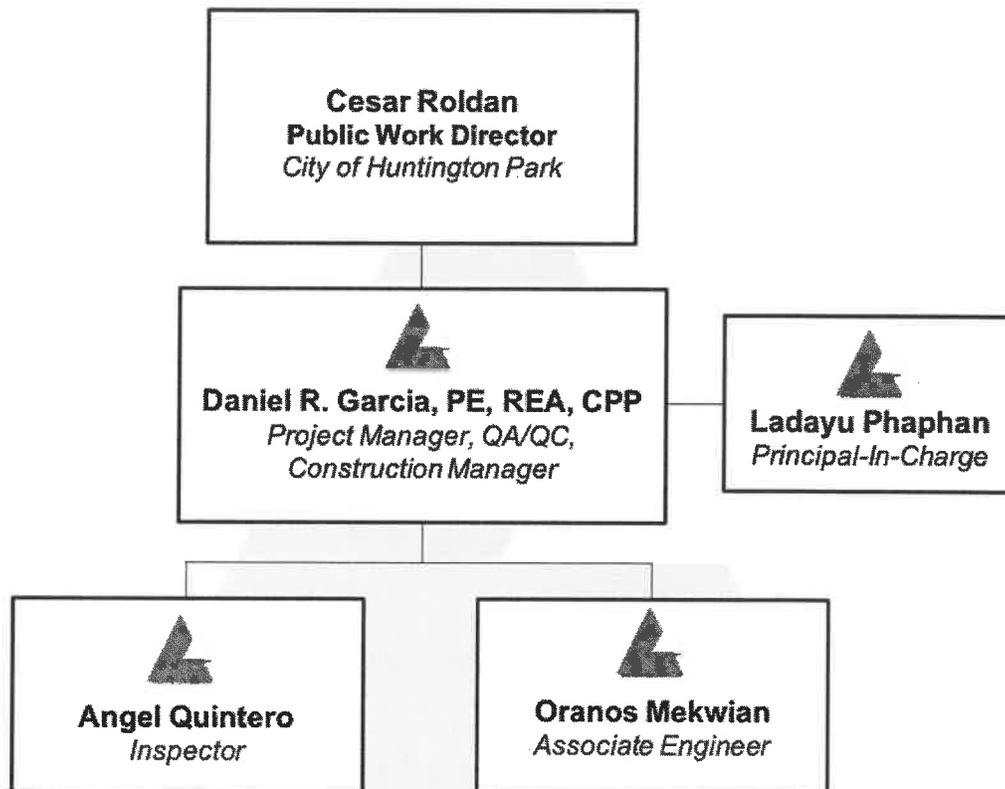
Palos Verdes Estates, CA 90274 (only business location/address)

dgarcia@ladayucg.com | C: 310.968.7263



Project Organization Chart

With respect to "CIP 2019-02 Slauson Avenue Congestion Relief Project – CM/CI Services", all communication on this contract will follow the following Project Organization Chart:



Huntington Park Project Organization Park

As shown in the Huntington Park Project Organization Chart above, Daniel R. Garcia, PE, REA, CPP will serve as Project Manager in charge of implementing this contract. Daniel will also serve as QA/QC and Construction Manager providing QA/QC and construction management services in this project. Daniel will manage and coordinate all construction activities and report directly to Cesar Roldan, the City of Huntington Park's Public Works Director. Angel Quintero will serve as Inspector providing inspection services and Oranos Mekwian, Associate Engineer, will provide construction management support and assist Construction Manager in this project.



Qualifications and Experience of LCG's Personnel

A summary of recent relevant work experiences that LCG and assigned personnel have performed within the last 5 years for public agencies that are similar in nature that is being requested in this RFP are shown below. At least one of the assigned staff included in this proposal to the City of Huntington Park will have provided related services to each of the satisfied client references.

LCG Summary of Relevant Work Experiences

- **City of Lomita**

Mondher Saied, Senior Civil Engineer
24300 Narbonne Ave., Lomita, CA 90717
310.325.7110 x110 | m.saied@lomitacity.com



- **Sample Project:** Walnut/Pacific Coast Highway and Palos Verdes Drive North and Western Intersections Rehabilitation Project

Services Provided: Construction Management and Inspection. Rehabilitation of this intersection included signalization (coordinated with Caltrans), street and sidewalk paving, rehabilitation of ADA access (ramps), WPCP, etc.

Year started and completed: 2017-2019

Status of the project: Completed

LCG Team Members: Daniel Garcia, Oranos Mekwian

- **City of Maywood**

David Mango | Public Works Director/Building Official (retired)
4319 E. Slauson Avenue, Maywood, CA 90270
323.365.0013



- **Sample Project:** USEPA/CDBG funded major sewer replacement project, FY18/19 and 19/20 Street Rehabilitation Project, Storm Drain Screens Installation of 55 catch basing screens

Services Provided: Construction Management, Construction Inspection, City Engineer, Project Management

Year started and completed: 2016 to 2019

Status of the project: Completed

LCG Team Members: Daniel Garcia, Oranos Mekwian



\$1.2 Million USEPA/CDBG Sewer Replacement Project



\$1.2 million FY19/20 Rehabilitation 2019 Bus Shelter Replacement

Slurry Seal 2019

• **City of Compton**

John Strickland, Public Works/Engineering Project Manager
 205 South Willowbrook Avenue, Compton, CA 90220
 310.761.1422 | jstrickland@comptoncity.org



- **Sample Project:** Four (4) Compton Fire Stations Driveway Aprons Improvement Project.

Services Provided: Construction Management and Inspection on the Four Fire Stations Aprons Rehabilitation Project estimated at \$3 million.

Year started and completed: 2020-2022

Status of the project: Completed

LCG Team Members: Daniel Garcia, Oranos Mekwian



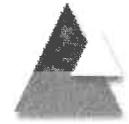
- **Sample Project:** Alameda - SR-91 Urban Greening (Agreement No. U29107-0 and 8GG16423)

Services Provided: Full-Service Engineering Services including City Engineering Advisor, Project Management, Coordinated with Gateway Cities, Civil Plan Check for Grading, Drainage, Demolition, Erosion Control, LID, Utility Plans

Year started and completed: 2020-2021

Status of the project: Completed

LCG Team Members: Daniel Garcia, Oranos Mekwian



LCG's Experience Providing Similar Services for Other Agencies

LCG has been providing services similar to the services requested in this RFP throughout California for several years especially in the local Los Angeles, Orange County, Riverside and San Bernardino Counties providing public works and engineering services. LCG's experience has been generally positive providing professional services such as Construction Management and Inspection Services. LCG would be delighted to extend the same services requested to the City of Huntington Park.

- **In the City of Lomita** (2017-2019), LCG provided Construction Management and Inspection for the Walnut and Pacific Coast Highway Project that included signalization (coordinated with Caltrans), street and sidewalk paving, rehabilitation of ADA access (ramps), WPCP, etc. Key personnel who were assigned to this contract were Daniel Garcia and Oranos Mekwian.
- **In the City of Maywood** (2016-2019), LCG provided Construction Management, Inspection, City Engineer, Program/Project Management, etc. for the City and were able to transform the streets by rehabilitating over 90% of Maywood Streets (2 projects of street rehabilitation and 2 projects of slurry - \$6 million total) and Replace \$1.3 millions of major sewers. After nine (9) Sewer Notice of Violations, our engineers were able to mitigate sewer compliance with the State Attorney General and Los Angeles Regional Water Quality Control Board, thereby avoiding what could have been a multi-million dollars fine for that city. Key personnel who were assigned to this contract are Daniel Garcia, Ludwig Smeets, and Oranos Mekwian.
- **In the City of Compton** (2020-2022), LCG provided Construction Management, Inspection, and Project/Program Management on the Four Fire Stations Aprons Rehabilitation Project estimated at \$3 million. Key personnel who were assigned to this contract were Daniel Garcia and Oranos Mekwian.
- **In the City of Culver City** (2017-2019), LCG (Prime) provided Resident Engineer/ Construction Management and Inspection Services for the Hetzler Road Pedestrian Improvement Project adjacent to Culver City Park. Key personnel who were assigned to this contract was Daniel Garcia.

LCG's office location of key personnel proposed to work on this contract is shown below:

Ladayu Consulting Group

316 Tejon Place

Palos Verdes Estates, CA 90274 (only business location/address)

Tel: 310.968.7263



Proposed Personnel

LCG has a diverse team of qualified professionals dedicated to provide Construction Management & Inspection Services CIP 2019-02 Slauson Avenue Congestion Relief Project to the City of Huntington Park. LCG has experience with projects related to municipal engineering such as street improvement, storm drain, sewers, water distribution and treatment, municipal facilities such as ADA Compliancy (curb ramps, sidewalks, etc.), building and park rehabilitation, etc.

LCG's team has served public agencies in various capacities, are accustomed to working with public agency staff, City Councils, and Commissions, and have a good understanding of public agency issues, procedures and policies. In addition, LCG's entire team is also familiar with the Standard Specifications for Public Works Construction (SSPWC "Green book") and the Caltrans Standard Specifications. Below we have provided brief biographies of key staff that will be available for this contract. Actual resumes will follow.

Daniel R. Garcia, PE, REA, CPP | Project Manager, QA/QC, Construction Manager – Daniel has served as Project Manager, QA/QC, and Construction Manager in many public agencies throughout California. He is a registered Civil Engineer, Registered Environmental Assessor and Certified Permitting Professional. Having worked in several jurisdictions throughout California including most recently the Cities of Compton, Rancho Palos Verdes, Wildomar, Maywood, Costa Mesa, Bell, Vernon, Lomita, Chino Hills and Norwalk. His experience is far and wide from Construction Management, Resident Engineer, Project Management, Civil Plan Review, Land Development/Subdivision Map Act, Capital Improvement Programs (CIP) including sewers, storm drain, street and water plans. Most recently, he served as City Engineer in the Cities of Compton, Rancho Palos Verdes, Maywood and serves as Public Works Advisor in the City of Bell.

Angel Quintero | Inspector - has over 28 years of public services experience and is a Public Works Program Inspector and is licensed as a Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor, Angel has Storm Water Management experience including Construction Management and Public Works Construction Inspection expertise. He has served as a Public Works Program Inspector in the City of Pico Rivera and as Water Meter Division Manager, City of Torrance, Water Utilities Manager position from the City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from the City of Carlsbad, and Water Systems Supervisor.

Oranos Mekwian | Associate Engineer – Oranos has been a Project Engineer in the Cities of Compton, Rancho Palos Verdes, Vernon and Maywood in assisting in Construction Management in the City of Lomita on the Walnut/PCH Street Improvements and Palos Verdes Drive North/Western (signalization coordination with Caltrans), assisted in Private Development Plan Review such as grading, street, sewer, storm drain, erosion control and was crucial to obtaining sewer and storm drain compliance in the City of Maywood.



Ladayu
Consulting Group

www.ladayucg.com
dgarcia@ladayucg.com

EXPERTISE

Project Manager
Construction Manager
Resident Engineer
Private Development/Civil Plan
Check Engineer
Land Development/Subdivisions
CIP/Project Management
Sewer/Storm Drain Compliance
City Engineering Advisor

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Masters in Public Administration,
CSULB

REGISTRATIONS

CA Registered Professional Civil
Engineer | 45710

Registered Environmental
Assessor | 5640 Cal-EPA

Certified Permitting Professional
D11308 SCAQMD



Daniel R. Garcia, PE, REA, CPP
Project Manager | QA/QC | Construction
Manager

Daniel is a licensed civil engineer with extensive City Engineering and Public Works experience. He has served in senior executive management engineering and public works positions from the Cities of Compton, Maywood, Bell, Chino Hills, Costa Mesa, Norwalk, Lomita, Wildomar, Culver City, Solvang, Novato to the City of Los Angeles. Daniel will serve as Project Manager in the City of Huntington Park as well as QA/QC and Construction Manager in this contract.

RECENT RELAVANT EXPERIENCE

**City Engineer / Construction Manager | City of
Maywood**

As City Engineer and Construction Manager for the City of Maywood, Daniel completed both the 2018 and the 2019 Street Rehabilitation Projects and the Slurry Projects of the same years. These street projects covered 90% of the City streets. He was also responsible for the completion of the \$1.2 million Sewer Replacement Project in that City funded with USEPA and CDBG funds.

**Project Manager / Construction Manager/ City
Engineer Advisor | City of Compton**

As Construction Manager/Project Manager, Daniel implemented the Four Fire Stations Driveways Aprons Improvement Project. He was the Construction Manager/Project Manager and conducted the pre-construction, weekly progress meetings, and submitting the weekly statement of working days. In addition, he also provided QA/QC review of projects before submitted to the City.

As a Civil Engineer Advisor, Daniel was responsible for assisting the City with reviewing and approving several private developments such as street vacations, grading plan checks, civil review of private and CIP streets, storm drain and sewer plans and signed both Subdivision plans as well as infrastructure plans as City Engineer for the City of Compton.

Construction Manager | City of Lomita

As Construction Manager, Daniel completed the Walnut/PCH and Palos Verdes Drive North/Western Avenue Intersection Improvements Project that included traffic signalization.



Ladayu
Consulting Group



www.ladayucg.com
aquintero@ladayucg.com

EXPERTISE

Inspection
Water Supervisor
Water Utilities Manager
Operations Supervisor, Production
Utilities Manager
Water System Supervisor
Storm Water Management
Construction Management
Public Works Construction

EDUCATION

Water Technology & Business
Courses, Mt. San Antonio College,
Walnut

Public Works Inspection, MSA

Construction Management
(CalTrans), CMIA-ABC

REGISTRATIONS

Water Distribution Operator - 5 |
6077

Water Treatment Operator - 2 |
18704



**Angel Quintero
Inspector**

Angel is has over 28 years of public services experience and is a licensed Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor, Angel has Storm Water Management experience including Construction Management and Public Works Construction Inspection expertise. He has served as an Inspector and as Water Supervisor position from City of Torrance, Water Utilities Manager position from City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from City of Carlsbad, and Water Systems Supervisor position from City of Pico Rivera.

RECENT RELAVANT EXPERIENCE

Public Works Programs Inspector | City of Pico Rivera

As Public Works Program Inspector, Angel was responsible for inspection of production facilities and programs. This included reservoirs, raw water treatment systems, well development and maintenance, electrical drives, motors, MCC's, interconnections and SCADA systems. As the Chief Operator, he signed off/approved the quantity and quality of water delivered to the City.

Water Supervisor | City of Torrance

As Water Utilities Manager, Angel was responsible for Construction projects, Systems and Programming of water transmission infrastructure maintenance, repair, replacement, valve exercise and flushing programs. He is also experienced in budget preparation and administration.

Utilities Manager| City of Carlsbad

As Utilities Manager, Angel was responsible as the billing liaison and water audits. He is also experienced in Safety Programs such as Injury, Illness, Prevention Program, Emergency Response and Disaster Preparedness and Response Planning.



Ladayu
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omekwian@ladayucg.com

EXPERTISE

Associate Engineer
Construction Mgmt. Assistant
Land Development/Subdivisions
Sewer/Storm Drain Compliance
CIP/Project Management
Report Writing

EDUCATION

Masters in Industrial Chemistry,
King Mongkut's University of
Technology, Thonburi, Thailand

Bachelor of Science in
Biotechnology, Khon Kean
University Thailand



CDBG/EPA Sewer Replacement,
Maywood

Oranos Mekwian
Associate Engineer

Oranos has experience in supporting Construction Managers in Capital Improvement Projects. She has supported Construction Managers with projects in the Cities of Compton, Lomita, Maywood, Wildomar and many others. Oranos brings project and program technical experience and skills that will be a value to this RFP.

RECENT RELAVANT EXPERIENCE

Assistant Project Engineer | City of Compton

As Assistant Project Engineer, Oranos was responsible for assisting the City with the Four (4) Fire Stations Driveways Aprons Improvement Project and the Compton Boulevard Improvement Project. She has assisted by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Construction Manager Assistant | City of Lomita

As an Assistant Construction Manager in the City of Lomita, Oranos was responsible for assisting the City with the Intersection Improvement at Western Avenue/Palos Verdes Drive North and Pacific Coast Highway/Walnut Street Project. She assisted the Construction Manager by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Associate Engineer | City of Maywood

In the City of Maywood, Oranos assembled a Capital Improvement Program for the City that included a \$1.2 million sewer replacement, assisted in sewer compliance services including establishing a Sewer Service Charge, implementing a Fats, Oils and Grease (FOG) Program, completing a Sanitary Sewer Management Plan (SSMP), a Sewer Master Plan, providing the LARWQCB sufficient information on Hot Spots to allow the City to satisfy a consent decree.



Ladayu
Consulting Group



References

- **City of Lomita**

Mondher Saied, Senior Civil Engineer
24300 Narbonne Ave., Lomita, CA 90717
310.325.7110 x110 | m.saied@lomitacity.com



- **City of Maywood**

David Mango | Public Works Director/Building Official (retired)
4319 E. Slauson Avenue, Maywood, CA 90270
323.365.0013 | david.mango@cityofmaywood.org



- **City of Compton**

John Strickland, Public Works/Engineering Project Manager
205 South Willowbrook Avenue, Compton, CA 90220
310.761.1422 | jstrickland@comptoncity.org



October 8, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

NOTICE INVITING BID

CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

Questions pertaining to the Notice Inviting Bid (NIB) for CIP 2019-02 Slauson Avenue Congestion Relief Improvement Project. Answers are highlighted in yellow.

1. Is the construction surveying for this project being provided by the City or Contractor? Or does the Construction Management/Inspection consultant need to provide those services?

Per Item No. 46 of the Base Bid Schedule, the contractor is responsible to provide.

2. Is the surveying required for this project QA or QC?

Per Item No. 46 of the Base Bid Schedule, the contractor is responsible to provide. Read BD-47 of the contract specifications.

3. When is the anticipated start of construction date?

A temporary Notice to Proceed (NTP) shall be granted to the contractor in order to review and approve submittals. Contractor will have to order certain long lead equipment and fabrication of said equipment may take between 16 and 24 weeks for delivery. Contractor would receive a second NTP to perform the actual work thereafter.

4. The Specifications note 145 working days for construction. The traffic signal materials will likely take longer than that for delivery. Will the schedule incorporate a preliminary NTP to procure materials with actual construction starting after that?

A temporary Notice to Proceed (NTP) shall be granted to the contractor in order to review and approve submittals. Contractor will have to order certain long lead equipment and fabrication of said equipment may take between 16 and 24 weeks for delivery. Contractor would receive a second NTP to perform the actual work thereafter.

5. The Contractor specifications include a bid item for "Provide Soil and Pavement Testing Services as Directed by the Engineer -Allowance" and the Construction Management RFP includes "testing of construction materials". What testing scope of work should be included in the CM proposal?

Material resting for PCC and AC.

6. Have all of the proposed traffic signal foundation locations been potholed to ensure clearance from any conflicting utilities?

Yes. Contractor is responsible to call USA and verify as well.

7. Does the contractor need to carry railroad insurance? Is the railroad active?

No. Railroad not active in this area.

8. Per the Instructions to bidders, page B-3, the city has the option to direct the contractor to work Saturday/Sunday nights is the contractor responsible for inspection cost?

No.

- a. Please provide cost for inspection outside of the working hours provided in the special provisions.

Not applicable.

9. Would the city allow traffic to be moved to one side of the street while contractor improves the other half?

Yes.

10. Attached is revised Sheet 15 of 32 (DWG No. C-15)

Contractors to swap out and utilize this detailed sheet.

11. Can Alameda, the old road, be closed during construction with limited access to businesses?

Depends, since part of the area is in the City of Vernon. Would have to coordinate with the City of Vernon and obtain a temporary road closure permit.

12. We are inquiring on Bid Items 41-45 Traffic Signal System Upgrades. The specifications for this job are calling for a 332 Cabinet and 2070E Controller w/ D4 Software.

- a. What type of 332 cabinet?

City will decide to accept or deny the type of cabinet when reviewing the awarded contractor's submittals.

- b. Would the agency accept the 2070C Controller in lieu of the 2070E?

City will decide to accept or deny the type of controller when reviewing the awarded contractor's submittals.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original NIB documents as stated above. The following addendum is hereby made a part of the NIB:

Notice Inviting Bid

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 10/8/2023

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the bid proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Ladayu Consulting Group

Contractor Name

Ladayu P.

Signature

11/01/23

Date

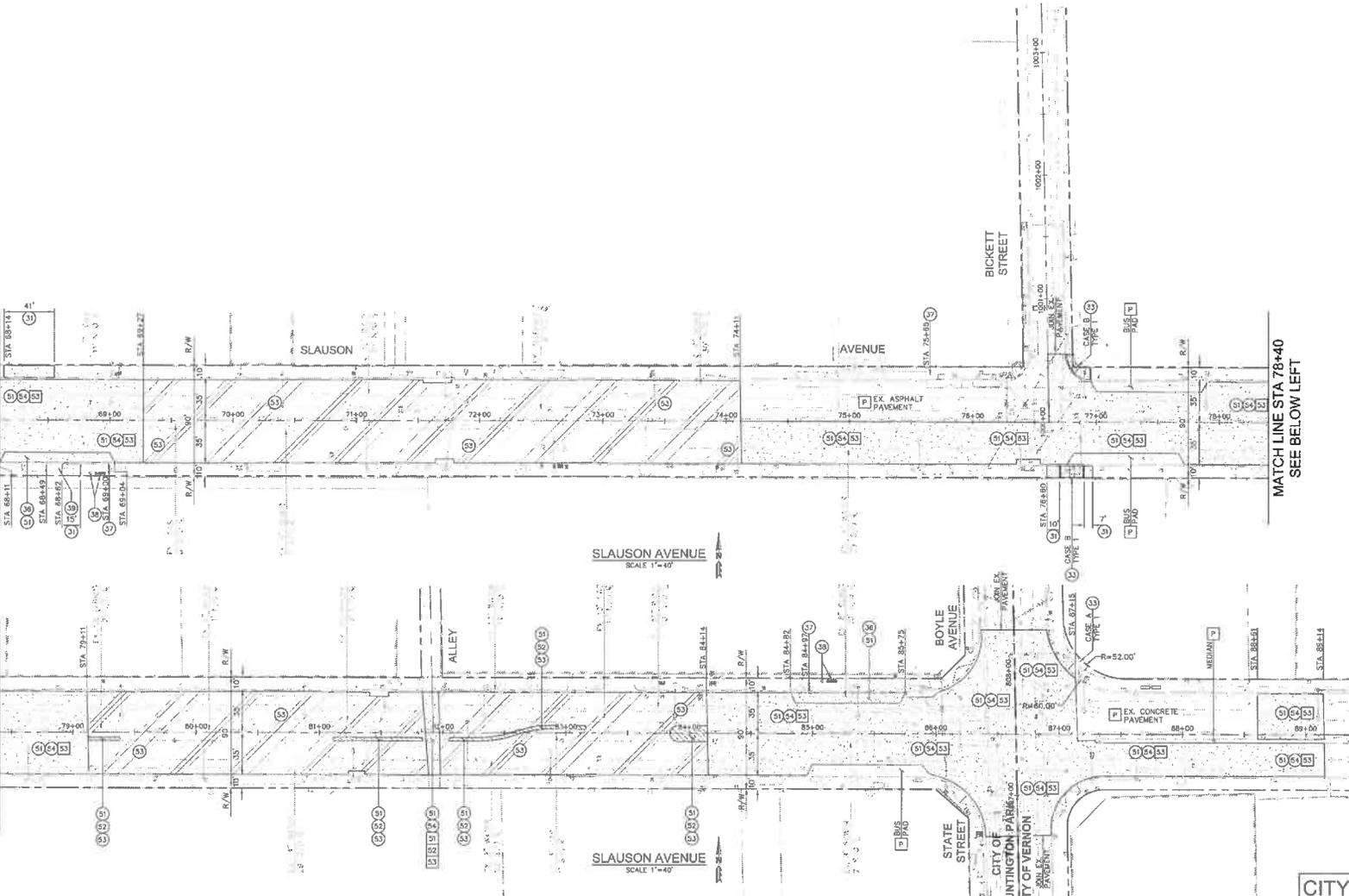
Ladayu Phaphan, President

Title



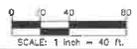
MATCH LINE STA 68+10
SEE SHEET C-14

MATCH LINE STA 78+40
SEE ABOVE RIGHT



SLAUSON AVENUE
SCALE 1"=40'

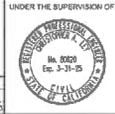
SLAUSON AVENUE
SCALE 1"=40'



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
 1000 Park Center Dr
 San Jose, CA 95128
 Tel: 408.950.1818
 Fax: 408.950.0276
 www.infrastructureengineers.com

DESIGNED BY: F. CALDERON
 DRAWN BY: @LIMBA CRUZ
 CHECKED BY: C. LEY DATE: 08/07/23



CITY OF HUNTINGTON PARK
 PUBLIC WORKS DEPARTMENT

SLAUSON AVENUE CONGESTION RELIEF
 IMPROVEMENT PROJECT

STREET IMPROVEMENT PLAN
 SLAUSON AVENUE FROM STA 88+10 TO STATE STREET

SHEET 15 OF 32 SHEETS DWG. NO. C-15

GENERAL CONSTRUCTION NOTES:

1. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START ANY FIELD REMOVALS.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING TO REMOVE AND REPLACE AC OR CONCRETE PAVEMENT WITH THE CITY ENGINEER.
4. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTIONS, HAUL AWAY AND DISPOSE.
5. SPRAY WEEDS AND GRASS IN SIDEWALK JOINTS.
6. REMOVE GRAFFITI FROM SIDEWALK.
7. CONTRACTOR MAY FIND PETROMAT UNDER EXISTING AC. CONTRACTOR SHALL INCLUDE THE COST OF REMOVAL IN THE COST OF COLD MILL.
8. REMOVE ALL DIRT AND DEBRIS FROM SIDEWALK AT THE END OF CONSTRUCTION.

CONSTRUCTION NOTES:

- PROTECT-IN-PLACE
- PCC WORK AND OTHER RELATED WORK**
- 51 CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPCC 13-2.
 - 52 CONSTRUCT CONCRETE CURB AND/OR GUTTER, TYPE A2-R(200) PER SPCC STD. PLAN 120-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
 - 53 CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSION CURB AND/OR GUTTER PER SPCC STD. PLAN 111-5 OR PER DETAILS ON PLAN, CASE AND TYPE PER PLANS ON PER CITY ENGINEER'S INSTRUCTION.
 - 54 INSTALL DETECTABLE WARNING ON EXISTING RAMP PER SPCC 11-3, PER PLAN AND PER ENGINEER'S INSTRUCTION.
 - 55 CONSTRUCT CONCRETE LOCAL DEPRESSION PER SPCC 31-4.
 - 56 CONSTRUCT CONCRETE BUS PAD, 10" IN THICK, PER SPCC 131-3.
 - 57 INSTALL NEW SIGN POST PER CA-MUTCO GUIDELINES OR BY CITY STANDARDS.
 - 58 PROVIDE AND INSTALL 3-SEAT BENCH AND TRASH RECEPTACLE.
 - 59 PRUNE TREE ROOTS AND INSTALL TREE ROOT BARRIERS PER SPCC 523-2.
 - 60 CONSTRUCT CONCRETE DRIVEWAY APPROACH, PER SPCC 110-2.

PAVEMENT

- 51 PROVIDE AND PLACE 6" THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 52 CONSTRUCT 7" THICK AC BASE COURSE (2 LIFTS)
- 53 CONSTRUCT 3" THICK ARHM OVERLAY.
- 54 CONSTRUCT CONCRETE PAVEMENT, 10" THICK.

LEGEND:



NOTES:

1. TRAFFIC SIGNAL SYSTEM APPURTENANCES AS NOTED ON SHEETS C-1 TO C-12, INCLUDES ALL EQUIPMENT ATTACHED AND AS SHOWN, UNLESS OTHERWISE INDICATED.
2. ALL OTHER UTILITIES AND APPURTENANCES AS NOTED ON SHEETS C-10 TO C-12, AS SHOWN, UNLESS OTHERWISE INDICATED.
3. CONSTRUCTION NOTES SHOWN AS [] INDICATE ALTERNATE BID ITEMS.

October 23, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

NOTICE INVITING BID

CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

Questions pertaining to the Request for Proposal (RFP) for CIP 2019-02 Slauson Avenue Congestion Relief Improvement Project. Answers are highlighted in yellow.

1. In Section 7 of the RFP (Selection Criteria), cost is not listed as a factor in selection of the CM firm. Based on recent RFPs, we understand that cost does play a small factor, and so we assume that costs will only be a deciding factor after having narrowed down selected firms (i.e. when making a final selection).

Please confirm if this is to be the case.

This is a qualification-based selection process.

2. Since the section criteria will utilize Caltrans Local Assistance Procedures Manual Chapter 10 is there a DBE requirement for the construction management consultant submission for this proposal?

This is not a Caltrans funded project. There is no DBE requirement.

3. Can the city provide a soils report that shows existing AC and Base material depths?

City does not have a soils report.

4. Item 49 has an allowance up to \$60,000. Please confirm that if the item goes over the allowance the contractor will be paid accordingly with the actual cost used.

If the line items exceeds the stated allowance, the item shall be paid accordingly.

5. Addendum 2 states to swap out and utilize C-15. Can the City provide the revised C-15 plan?

Please download sheet C-15 from the Addendums included in the contract specifications and plans portion before 2:00 pm on 10/25/2023: <https://www.hpca.gov/bids.aspx>

6. In one section, the project specs call for replacement of disturbed monuments and the filing of a corner record. In another section they call for a corner record. Are

both required? If not, which is the required method of recording replacement of monuments?

CA Bus & Prof Code Section 8771: All disturbed and removed survey monuments in the public right-of-way shall be re-established and Corner Records shall be filed with the County Surveyor's Office and recorded with the Los Angeles County Registrar/Recorder in accordance with applicable provisions of the state law.

7. Does the requirement for a corner record only apply to the replacement of disturbed monuments and the record of survey only to setting brand new monuments?

All monuments that are removed must be placed back. All new survey monuments established require proper recordation through the County Recorder's Office.

8. We are interested in submitting our proposal for the subject project. however we do not see any reference to the number of working days or engineer's estimate within the scope. Would you kindly provide these details?

Please download the contract specification from the City's website: <https://www.hpca.gov/bids.aspx> and obtain the details.

9. Also, is the City requiring the CM to have a P.E., or is a CCM also acceptable?

CM does not have to be a licensed P.E.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original NIB documents as stated above. The following addendum is hereby made a part of the NIB:

Notice Inviting Bid

End of Addendum No. 2

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 10/23/2023

Any and all notifications or Addendums must be acknowledged via signature by the proposer and made part of and incorporated as part of the bid proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Proposal.

Ladayu Consulting Group
Contractor Name

Ladayu P.
Signature

11/01/23
Date

Ladayu Phaphan, President
Title



November 2, 2023
Proposal No. 04-04285

Mr. Dan Garcia, PE, REA, CPP
Ladayu Consulting Group
316 Tejon Place
Palos Verdes, California 90274

Subject: Proposal for Materials Testing Services
Slauson Avenue Congestion Relief Project
Huntington Park, California
CIP No. 2019-02

Dear Mr. Garcia:

Ninyo & Moore is pleased to submit this proposal for materials testing services during construction of the Slauson Avenue Congestion Relief Project in Huntington Park, California. Our proposal is based on our review of the project plans and specifications, and our discussions with you. We understand that the project will generally consist of various improvements to Slauson Avenue between Wilmington Avenue and Boyle Avenue. We understand that our services are anticipated to include quality assurance sampling and testing of asphalt concrete (AC) and Portland cement concrete (PCC). The improvements and estimated quantities include 125 square feet (SF) of PCC driveway, 6,826 SF of PCC sidewalk, 530 linear feet of PCC curb and gutter, 28 PCC curb ramps, 3,199 SF of PCC bus pad, 6,698 tons of AC overlay, and 231,667 SF of 10-inch thick PCC pavement.

SCOPE OF SERVICES

Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project plans and specifications, work scheduling and distribution of test data.
- Attendance at pre-construction meetings and as-requested field meetings.
- Field Technician services for observation, sampling and testing during AC pavement operations. Field density tests will be performed to evaluate the Contractor's compaction efforts.
- Field ACI Concrete Technician services to provide observation, sampling and testing during PCC placement including checking mix design, elapsed time, temperature, slump and casting a set of cylinders for each batch.
- Laboratory testing including AC Hveem maximum density, AC extraction and gradation, and concrete compressive strength testing of representative samples obtained in the field.

- Preparation of daily reports and test data sheets to document the items inspected.

ASSUMPTIONS

Based on our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Preparation of a final report will not be requested.
- Our services are for quality assurance spot checking only and not intended to be continuous.
- Our services will be coordinated and scheduled on an as-needed basis, as requested by our client's authorized field representative.
- Our services are subject to prevailing wage requirements.

ESTIMATED FEES

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. Our estimated fee for the scope described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide this proposal and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Alfredo "Tino" Rodriguez
Principal, Construction Services

AR/klb

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 – Breakdown of Estimated Fee**Field Services**

Field Soils Technician - AC Sampling and Testing	80 hours @ \$ 110.00 /hour	\$ 8,800.00
Field Soils Technician - PCC Sampling and Testing	80 hours @ \$ 110.00 /hour	\$ 8,800.00
Field Equipment Usage	160 hours @ \$ 12.00 /hour	\$ 1,920.00
Field Vehicle and Equipment Usage	160 hours @ \$ 15.00 /hour	\$ 2,400.00
	Subtotal	\$ 21,920.00

Laboratory Testing

Concrete Compressive Strength, C 39	80 tests @ \$ 35.00 /test	\$ 2,800.00
AC Hveem Stability & Unit Weight, D 2172, CT 382	5 tests @ \$ 225.00 /test	\$ 1,125.00
AC Extraction, % Asphalt, inc. Gradation, D 2172, CT 382	5 tests @ \$ 250.00 /test	\$ 1,250.00
	Subtotal	\$ 5,175.00

Project Coordination, Management and Technical Support

Principal Engineer/Geologist/Environmental Scientist	1 hour @ \$ 210.00 /hour	\$ 210.00
Project Engineer/Geologist/Environmental Scientist	12 hours @ \$ 185.00 /hour	\$ 2,220.00
Geotechnical/Environmental/Laboratory Assistant	4 hours @ \$ 95.00 /hour	\$ 380.00
	Subtotal	\$ 2,810.00

TOTAL ESTIMATED FEE		\$ 29,905.00
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Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist.....	\$ 210
Senior Engineer/Geologist/Environmental Scientist.....	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 195
Project Engineer/Geologist/Environmental Scientist.....	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 170
Staff Engineer/Geologist/Environmental Scientist.....	\$ 155
GIS Analyst.....	\$ 130
Technical Illustrator/CAD Operator.....	\$ 110

Field Staff

Certified Asbestos/Lead Technician.....	\$ 195
Field Operations Manager.....	\$ 130
Nondestructive Examination Technician (UT, MT, LP).....	\$ 125
Supervisory Technician.....	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing).....	\$ 115
Senior Technician.....	\$ 110
Technician.....	\$ 110

Administrative Staff

Information Specialist.....	\$ 90
Geotechnical/Environmental/Laboratory Assistant.....	\$ 95
Data Processor.....	\$ 75

Other Charges

Concrete Coring Equipment (includes technician).....	\$ 190/hr
Anchor Load Test Equipment (includes technician).....	\$ 190/hr
GPR Equipment.....	\$ 180/hr
Inclinometer.....	\$ 100/hr
Hand Auger Equipment.....	\$ 80/hr
Rebar Locator (Pachometer).....	\$ 25/hr
Vapor Emission Kit.....	\$ 65/kit
Field Equipment Usage.....	\$ 12/hr
X-Ray Fluorescence.....	\$ 70/hr
PID/FID.....	\$ 25/hr
Air Sampling Pump.....	\$ 10/hr
Field Vehicle.....	\$ 15/hr
Expert Witness Testimony.....	\$ 450/hr
Direct Expenses.....	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

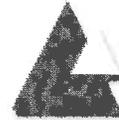
AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



Fee Schedule

The rates displayed in the fee proposal below reflect LCG's current fees and will be in effect during the term of the agreement, which include travel, shipping, supply, and printing/material costs (no separate charges for these items). Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

LCG FEE PROPOSAL

CLASSIFICATION	HOURLY BILLING RATE
Construction Manager, Prevailing Wage	\$170
Inspector, Prevailing Wage.....	\$160
Associate Engineer.....	\$110

Key Personnel are noted in the hourly rates above. No other adjustments are anticipated.

COST ESTIMATE

145 Working Days per Specification:

Inspector: 1,410 hours x \$160 prev. wage =	\$225,600
Construction Manager: 696 hours x \$170 prev. wage =	\$118,320
Associate Engineer: 696 hours x \$110 =	<u>\$ 76,560</u>
Estimated Total:	\$420,480

NINYO AND MOORE FEE PROPOSAL

Estimate\$29,905

Total: **\$450,385**

Attachment B

Consultant Proposals Available at the City Clerk's Office

- Cannon
- Fountain Head
- GK & Associates
- Infrastructure Engineers a Bowman Company
- KOA a Lochner Company
- Southstar Engineering & Consulting, Inc.
- West & Associates Engineering, Inc.
- Z&K Consultants, Inc.

ITEM 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to All American Asphalt for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Project as the lowest responsive, responsible bidder for a not to exceed fee of \$5,650,337.79 (Option 1) payable from reimbursable Metro Measure R grant funds; and
2. Approve a construction contingency in the amount of \$680,277.21 payable from reimbursable Metro Measure R grant funds; and
3. Authorize the Finance Department to allocate funds into a project account number that will pay for the project while staff seeks reimbursement from Metro; or
4. Award the contract to All American Asphalt for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Project as the lowest responsive, responsible bidder for a not to exceed fee of \$9,143,090.77 (Option 2), which includes concreting five intersections where traffic signals will be upgraded and partially paid from reimbursable Metro Measure R grant funds; and
5. Approve a five percent (5%) construction contingency in the amount of \$457,154.54 payable from designated funds chosen by the City Manager's Office and Finance Department if Option 2 is chosen; and
6. If the City Council elects to go with Option 2, authorize the City Manager's Office and Finance Department to issue an account number and utilize designated funds to pay for the remaining balance (\$3,269,630.31) and complete the Option 2 Project; and

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

November 7, 2023

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7. Authorize the City Manager to execute the construction contract agreement and all applicable change orders in good faith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 5, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2010-02 Slauson Avenue Congestion Relief Project (Project). The Project design includes an additional eastbound travel lane on Slauson Avenue between Alameda Street and State Street. Enhancements include increase queuing on left turn pockets, placement of bus stops on the “far-side” of intersections for operational efficiency and upgrading five signalized intersections with new signal poles, conduit, wiring, controller cabinets and video detection.

Design includes concreting five (5) intersections to improve crosswalk reliability and mitigate rutting caused by large commercial vehicles. Staff initiated protected permissive left-turn movement studies for northbound, southbound, eastbound, and westbound traffic at three intersections. Additionally, there is one bus turnout for westbound traffic at the west leg at Slauson Avenue and Bickett Street.

The five Slauson Avenue intersections are as follows:

- Slauson Avenue at Alameda Street
- Slauson Avenue at Santa Fe Avenue
- Slauson Avenue at Miles Avenue/ Soto Street
- Slauson Avenue at Bickett Street
- Slauson Avenue at Boyle Avenue/State Street

The NIB was published on September 8, 2023, in a newspaper of general circulation. The contract specifications were posted in the City’s website and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on October 25, 2023, where the City Clerk opened and read four (4) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Option 1	Option 2
All American Asphalt	\$5,650,337.79	\$9,143,090.77
Palp Inc. DBA Excel Paving	\$6,947,021.94	\$10,178,589.22
Sully Miller Contracting Co.	\$8,206,407.25	\$13,235,699.95
Griffith Co.	\$7,567,503.15	\$13,419,759.55

All American Asphalt is the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all federal, state and local requirements. Based on the investigation, staff’s recommendation is to award All American Asphalt the contract agreement (Attachment 1). The remaining bid proposals are available in the City Clerk’s Office for review and the itemized bid results for comparative analysis are included as Attachment 2 (Option 1) and Attachment 3 (Option 2).

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

November 7, 2023

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Staff recommends going with Option 1 based on the available budget. Option 2 requires the allocation of additional budget to complete the concrete at the five signalized intersections where new traffic signals shall be built.

LEGAL REQUIREMENT

The City adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The construction contract agreement conforms with all applicable Federal, State, local and public contracting codes and consents to the proper execution by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

City is the recipient of Metro Measure R grant funds in the amount of \$6,781,000 for construction and construction management & inspection services (CM/CI). The amount for CM/CI services is \$450,385, which leaves \$6,330,615 for construction purposes.

Staff recommends awarding the contract to All American Asphalt for the construction of the Option 1 Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$5,650,337.79. Additionally, staff recommends the approval of the construction contingency in the amount of \$680,277.21 payable from reimbursable Metro Measure R grant funds.

If the City Council elects to construct Option 2 Project, the not-to-exceed fee is \$9,143,090.77, which includes concreting five intersections where traffic signals will be upgraded and partially paid from reimbursable Metro Measure R grant funds. Additionally, approval of a five percent (5%) construction contingency in the amount of \$457,154.54 requires the City Manager's Office and Finance Department to designate funds to pay for the remaining project balance of \$3,269,630.31 to complete the Option 2 Project.

The City Manager is granted the authority to execute the construction contract and approve any and all negotiated construction change orders in good faith.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT**

November 7, 2023

Page 4 of 4

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

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. All American Asphalt Construction Contract
2. Bid Analysis Option 1
3. Bid Analysis Option 2

ATTACHMENT 1



CONTRACTOR SERVICES AGREEMENT CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF PROJECT

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **7th day of November 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **All American Asphalt** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR 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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement is approved as of **November 7, 2023**. The contract period for this project is **one hundred and forty-five (145) working days** from the effective date of the Notice-to-Proceed to be issued by the City. 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.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$5,650,337.79** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Public Works. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR 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. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) 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 CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR 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 One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property

damage, operations, products and completed operations, and CONTRACTOR dual liability.

- B. Automobile Liability Insurance: CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) 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 and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR 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, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **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 and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against 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 or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 fourteen (14) 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 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR 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

CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'S and/or its employees' disregard or violation of 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY 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 written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all 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 CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONTRACTOR:

All American Asphalt
400 East Sixth Street
Corona, CA 92879
Mark Luer, President
Phone: (951) 736-7600

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and

assigns of the Parties.

- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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:

ALL AMERICAN ASPHALT:

By: Ricardo Reyes
City Manager

By: Mark Luer
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF WORK
ALL AMERICAN ASPHALT

October 16, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

NOTICE INVITING BID

CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

Questions pertaining to the Notice Inviting Bid (NIB) for CIP 2019-02 Slauson Avenue Congestion Relief Improvement Project. Answers are highlighted in yellow.

1. Notice of Inviting Bid has been postponed until:

2:00 PM on Wednesday, October 25, 2023. All sealed bids must be submitted directly to the City Clerk's Office before the due date and time as described above. Failure to submit a sealed bid, including both addendums signed by the contractor, will null and void the bid.

2. Attached is revised Sheet 15 of 32 (DWG No. C-15)

Contractors to swap out and utilize this detailed sheet.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original NIB documents as stated above. The following addendum is hereby made a part of the NIB:

Notice Inviting Bid

End of Addendum No. 2

By order of the City of Huntington Park, Public Works Department

By: _____
Cesar Roldan, Director of Public Works

Date: 10/16/2023

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the bid proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

All American Asphalt
Contractor Name


Signature

10/16/2023
Date

Edward J Carlson, Vice President
Title

October 8, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

NOTICE INVITING BID

CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

Questions pertaining to the Notice Inviting Bid (NIB) for CIP 2019-02 Slauson Avenue Congestion Relief Improvement Project. Answers are highlighted in yellow.

1. Is the construction surveying for this project being provided by the City or Contractor? Or does the Construction Management/Inspection consultant need to provide those services?

Per Item No. 46 of the Base Bid Schedule, the contractor is responsible to provide.

2. Is the surveying required for this project QA or QC?

Per Item No. 46 of the Base Bid Schedule, the contractor is responsible to provide. Read BD-47 of the contract specifications.

3. When is the anticipated start of construction date?

A temporary Notice to Proceed (NTP) shall be granted to the contractor in order to review and approve submittals. Contractor will have to order certain long lead equipment and fabrication of said equipment may take between 16 and 24 weeks for delivery. Contractor would receive a second NTP to perform the actual work thereafter.

4. The Specifications note 145 working days for construction. The traffic signal materials will likely take longer than that for delivery. Will the schedule incorporate a preliminary NTP to procure materials with actual construction starting after that?

A temporary Notice to Proceed (NTP) shall be granted to the contractor in order to review and approve submittals. Contractor will have to order certain long lead equipment and fabrication of said equipment may take between 16 and 24 weeks for delivery. Contractor would receive a second NTP to perform the actual work thereafter.

5. The Contractor specifications include a bid item for "Provide Soil and Pavement Testing Services as Directed by the Engineer -Allowance" and the Construction Management RFP includes "testing of construction materials". What testing scope of work should be included in the CM proposal?

Material resting for PCC and AC.

6. Have all of the proposed traffic signal foundation locations been potholed to ensure clearance from any conflicting utilities?

Yes. Contractor is responsible to call USA and verify as well.

7. Does the contractor need to carry railroad insurance? Is the railroad active?

No. Railroad not active in this area.

8. Per the Instructions to bidders, page B-3, the city has the option to direct the contractor to work Saturday/Sunday nights is the contractor responsible for inspection cost?

No.

- a. Please provide cost for inspection outside of the working hours provided in the special provisions.

Not applicable.

9. Would the city allow traffic to be moved to one side of the street while contractor improves the other half?

Yes.

10. Attached is revised Sheet 15 of 32 (DWG No. C-15)

Contractors to swap out and utilize this detailed sheet.

11. Can Alameda, the old road, be closed during construction with limited access to businesses?

Depends, since part of the area is in the City of Vernon. Would have to coordinate with the City of Vernon and obtain a temporary road closure permit.

12. We are inquiring on Bid Items 41-45 Traffic Signal System Upgrades. The specifications for this job are calling for a 332 Cabinet and 2070E Controller w/ D4 Software.

- a. What type of 332 cabinet?

City will decide to accept or deny the type of cabinet when reviewing the awarded contractor's submittals.

- b. Would the agency accept the 2070C Controller in lieu of the 2070E?

City will decide to accept or deny the type of controller when reviewing the awarded contractor's submittals.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original NIB documents as stated above. The following addendum is hereby made a part of the NIB:

Notice Inviting Bid

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 10/8/2023

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the bid proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

All American Asphalt

Contractor Name



Signature

10/10/23

Date

Michael Farkas, Secretary

Title

PROPOSAL
FOR
SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT
FY 2019/2020
CIP PROJECT NO.: 2019-02
IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL
FOR
SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT
FY 2019/2020
CIP PROJECT NO.: 2019-02
IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	220,000	220,000
2	Provide Traffic Control	LS	1	700,000.	700,000.
3	Sawcut and Remove Existing Concrete Sidewalk	SF	6,652	3.50	23,282.
4	Sawcut and Remove Existing Concrete Curb	LF	2,534	15.	38,010.
5	Sawcut and Remove Existing Concrete Curb and Gutter	LF	550	25.	13,750.
6	Sawcut and Remove Existing Concrete Curb Ramp	EA	28	1,700.	47,600.
7	Sawcut and Remove Existing Concrete Local Depression	SF	74	12.	888.
8	Sawcut and Remove Existing AC Pavement, Base, Sub-Base and Native Soil	CY	9,737	80.	778,960.
9	Sawcut and Remove Existing Median Hardscape	SF	5,011	3.50	17,538.50
10	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	SF	369,509	0.53	195,839.77

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Remove Existing Railroad Traffic Control Device, Pedestal and Footing	EA	6	10,500.	63,000.
12	Remove Existing Sign and Post	EA	16	150.	2,400.
13	Remove Existing Bus Shelter	EA	4	1,280.	5,120.
14	Remove Existing Bench	EA	4	425.	1,700.
15	Remove Existing Trash Receptable	EA	4	265.	1,060.
16	Remove Existing Tree	EA	2	1,500	3,000.
17	Remove Existing Abandoned Rail Road Tracks	LF	327	115.	37,605.
18	Remove Existing Water Meter Box	EA	1	270.	270.
19	Remove Existing Irrigation Box and System	EA	1	4,800	4,800.
20	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	EA	36	1,600.	57,600.
21	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	77	120.	9,240.
22	Adjust Existing Electrical/Street Light Pull Box and Cover to Finished Grade	EA	5	1,200	6,000.
23	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade	EA	3	1,600.	4,800.
24	Unclassified Excavation	CY	5	300.	1,500.
25	Sawcut and Remove Existing Concrete Driveway Approach	SF	125	7.	875.
26	Construct Concrete Driveway Approach	SF	125	18.	2,250.
27	Construct Concrete Sidewalk	SF	6,826	14.	95,564.
28	Construct Concrete Curb and Gutter	LF	530	75.	39,750.
29	Construct Concrete Curb Ramp	EA	28	6,700	187,600.
30	Construct Detectable Warning Surface on Existing Ramp	EA	17	1,600.	27,200.
31	Construct Concrete Local Depression	SF	74	30.	2,220.
32	Construct Concrete Bus Pad	SF	3,199	22.	70,378.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
33	Provide and Install New Sign and Post	EA	11	590.	6,490.
34	Provide and Install 3-Seat Bench and Trash Receptable	EA	5	4,800	24,000.
35	Prune Tree Roots and Install Tree Root Barriers	EA	8	770.	6,160.
36	Provide and Place Crushed Miscellaneous Base (CMB)	TN	7,974	34.	271,116.
37	Construct 7" Thick AC Base (III-B-PG 64-10)	TN	47	250.	11,750.
38	Construct 3" Thick AC Overlay (III-C2-PG 64-10)	TN	6,698	115.	770,270.
39	Construct Concrete Pavement 10" Thick	SF	231,667	13.50	3,127,504.50
40	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1	125,000.	125,000.
41	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Alameda Street	LS	1	395,000	395,000
42	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Santa Fe Avenue	LS	1	400,000	400,000
43	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Miles Avenue - Soto Street	LS	1	420,000 -	420,000.
44	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Bickett Street	LS	1	310,000	310,000
45	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Boyle Avenue - State Street	LS	1	400,000	400,000
46	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	LS	1	135,000	135,000.
47	Install Public Improvement Project Signs	EA	4	1,400.	5,600.
48	Provide Erosion Control and BMPs	LS	1	15,400.	15,400.
49	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	LS	1	60,000	60,000
TOTAL AMOUNT BID IN FIGURES				\$	9,143,090.77

TOTAL AMOUNT BID IN WORDS:

Nine million one Hundred Forty Three Thousand
Ninety dollars and Seventy Seven Cents Dollars

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.



Michael Farkas, Secretary

Bidder's Signature

Title

All American Asphalt

Company Name

THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE GRAND TOTAL BASE BID SCHEDULE AS THE CITY IN ITS DISCRETION DECIDES TO WARD.

BID PROPOSAL
 FOR
 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT
 FY 2019/2020
 CIP PROJECT NO.: 2019-02
 IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ALTERNATE BID SCHEDULE "A"

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8A	Sawcut and Remove Existing AC Pavement, Base, Sub-Base and Native Soil	CY	24	80.	1,920.
10A	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	SF	594,293	0.53	314,975.29
36A	Provide and Place Crushed Miscellaneous Base (CMB)	TN	388	34.	13,192
37A	Construct 7" Thick AC Base (III-B-PG 64-10)	TN	321	250.	80,250.
38A	Construct 3" Thick AC Overlay (III-C2-PG 64-10)	TN	10,890	115.	1,252,350
39A	Construct Concrete Pavement 10" Thick	SF	0	13.50	0
TOTAL AMOUNT BID IN FIGURES				\$	1,662,687.29

TOTAL AMOUNT BID IN WORDS:

*One Million Six Hundred Sixty Two Thousand Six Hundred Eighty Dollars
 seven dollars and twenty nine cents*

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.



Michael Farkas, Secretary

Bidder's Signature

Title

All American Asphalt

Company Name

**THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER
BASED ON THE GRAND TOTAL BASE BID SCHEDULE AS THE CITY IN ITS
DISCRETION DECIDES TO WARD.**

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS. OR EQUIPMENT
Cesland Survey LS411 714 628 8948 614 N Eckloff St Orange 92818	ME Survey ME
Ferreira construction 985180 714 928 7573 10370 Commerce Cent Dr Ste B200 Rancho Ca Carronca 91730	Electrical
P.C. STRIPING 415 490 562 218 0504 975 W 1st Azusa Ca 91702	Striping
C L Survey LS 8231 909 484-4200 400 E Rincon st ste 202 Corona Ca 92878	Survey

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Manhattan Beach 1400 Highland Ave Manhattan Beach, CA 90266
Name and Address of Agency
Bianca Cardenas 310-802-5357
Name and telephone number of person familiar with project
730,251.42 A, C-12 7/2022
Contract amount Type of work Date completed

2. City of Westlake Village 31200 Oak Crest Dr.v Westlake Village, CA 91361
Name and Address of Agency
Kelly Haymes Khaymes@ranchomv.com
Name and telephone number of person familiar with project
1,025,336.00 A, C-12 6/2022
Contract amount Type of work Date completed

3. City of Burbank 275 E Olive Burbank, CA 91502
Name and Address of Agency
Megerdichian, Artin <AMegerdichian@burbankca.gov>
Name and telephone number of person familiar with project
7,761,320.00 A, C-12 12/2022
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Fidelity and Deposit Company of Maryland

777 S Figueroa St #3900 Los Angeles, CA 90017

Millennium Corprate Solutions

5530 Trabuco Rd Irvine, CA 92620 Barb 949-679-7145

bondrequest@mcsims.com

2022

PAST WORK REFERENCES

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
Contact: Bianca Cardenas (310) 802-5357
bcardenas@manhattanbeach.gov

Slurry Seal of Central Area of Sands Section
Contract Amount: \$730,251.42
Start Date: 12/2021
End Date: 7/2022

RMV Realty, Inc.
28811 Ortega Hwy
San Juan Capistrano, CA 92693
Contact: Kelly Haymes
khaymes@ranchomv.com

Planning Area 3.1 Street Improvement
Contract Amount: \$3,996,996.00
Start Date: 4/2021
End Date: 4/2022

City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361
Contact: Roxanne Hughes (805) 890-8885
rhughes@willdan.com

Dales Dr. and Parkridge Ave Street Improv.
Amount: \$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

City of Burbank
275 E Olive
Burbank, CA 91502
Contact: Artin Megerdichian (818) 238-3942
amegerdichian@burbankca.gov

Local Residential St. Improv. Project
Contract Amount: \$7,761,320.00
Start Date: 1/2022
End Date: 12/2022

City of Highland
27215 Base Line St.
Highland, CA 9234
Contact: Amanda Perez (909) 864-6861
aperez@cityofhighland.org

Pavement Management Program
Contract Amount: \$2,082,099.00
Start Date: 10/2021
End Date: 12/2022

2022

PAST WORK REFERENCES

Toll Bros, Inc.
725 W. Town & Country Road, Ste 200
Orange, CA 92868
Contact: Brandon Haskell (714) 347-1360
bhaskell@tollbrothers.com

The Metro Heights
Contract Amount: \$2,675,250.00
Start Date: 11/2021
End Date: 04/2022

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA. 92632
Contact: Nick Esposito (714) 738-6851
Nick.esposito@cityoffullerton.com

Miscellaneous Rehab FY 21-22
Contract Amount: \$704,080.00
Start Date: 06/2022
End Date: 12/2022

City of Norco
2870 Clark Ave
Norco, CA 92860
Contact: Chad Blais (951) 270-5678
cbkaus@cu.norco.ca.us

Corporate Yard Pavement Rehab
Contract Amount: \$612,755.33
Start Date: 10/2021
End Date: 12/2022

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA. 92660
Contact: Ben Davis (949) 644-3311
bdavis@newportbeachca.gov

E. Coast Highway & Marguerite Avenue
Pavement Rehabilitation Contract No. 7807-2
Contract Amount: \$3,363,056.00
Start Date: 01/2022
End Date: 10/2022

City of Villa Park
17855 Santiago Blvd.
Villa Park, CA 92667
Contact: Hamid Torkamanha (714) 998-1500
hamid@villapark.org

FY2021-2022 Slurry Seal Project
Contract Amount: \$128,497.60
Start Date: 02/2022
End Date: 12/2022

2022

PAST WORK REFERENCES

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Contact: Damian Rosales (562) 929-5527
jlopez2@norwalkca.gov

Local St. Rehabilitation Project
Contract Amount: \$1,041,470.00
Start Date: 01/2021
End Date: 12/2022

City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Contact: Cesar Ortiz (714) 562-3689
cortiz@buenapark.com

Eighth Street Rehab Project
Contract Amount: \$510,000.00
Start Date: 1/2021
End Date: 12/2022

City of Santa Clarita
23920 Valencia Blvd. #120
Valencia, CA 91355
Contact: Juana Alfaro (661) 255-4942
jalfaro@santa-clarita.com

Dales Dr. and Parkridge Ave Street Improv.
Amount: \$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

Lewis Operating Corp.
1156 N. Mountain Ave.
Upland, CA 91786
Contact: Bill Hanson (909)985-0971
Bill.hanson@lewismc.com

Meridian Phase 3 Street Improvements
Contract Amount: \$4,947,887.50
Start Date: 11/2021
End Date: 12/2022

City of La Mirada
15515 Phoebe Avenue
La Mirada, CA 90638
Contact: Priscilla Yi (562) 902-2374
Priscilla.yi@cityoflamirada.org

Neighborhood Slurry Seal Area 3
Contract Amount: \$799,151.00
Start Date: 6/2022
End Date: 12/2022



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7800 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92678-2229
CONTRACTORS LICENSE #267073 AC12
DIR #100001051

EEO-AFFIRMATIVE ACTION PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL:

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER). ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATIONS, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS.

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR AT (951) 736-7600. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER
PRESIDENT

December 7, 2011

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name All American Asphalt

Business Address: 400 East Sixth St Corona, CA 92879

Telephone 951-736-7600

State Contractor's License No. and Class: 267073 A,C-12

Original Date Issued 1/19/71 Expiration Date 1/31/2024

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Mark Luer, President 400 East Sixth St Corona, CA 92879 951-736-7600

Edward J Carlson, Vice President 400 East Sixth St Corona, CA 92879 951-736-7600

Michael Farkas, Secretary 400 East Sixth St Corona, CA 92879 951-736-7600

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER All American Asphalt

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Michael Farkas

Printed Name

Secretary

Title

Subscribed and sworn to this 12th day of October, 2023.

NOTARY PUBLIC

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 12th day of October, 2023.
Date Month

By (1) Michael Farkas
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)



(and
(2) N/A
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature Sarah Amanda Langley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Bidder Information

Document Date: 10/12/23 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

PROPOSAL GUARANTEE
BID BOND

FOR

SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

FY 2019/2020
CIP PROJECT NO.: 2019-02

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that All American Asphalt
_____, as BIDDER, and Fidelity and Deposit Company of Maryland
_____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of Total Amount Bid---- dollars (\$ 10% of Bid----), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
6th day of October, 2023.

BIDDER* All American Asphalt - 400 East Sixth Street, Corona, CA 92879 - Phone: (951) 736-7600

Michael Farkas, Secretary

SURETY* Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017 - (213) 270-0600

Rebecca Haas-Bates

Jorge Correa

Rebecca Haas-Bates, Attorney-in-Fact

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC ****PLEASE SEE ATTACHED****

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 12, 2023 before me, Sarah Amanda Langley, Notary Public
Date Here Insert name and Title of the Officer

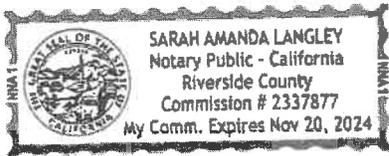
personally appeared Michael Farkas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sarah Amanda Langley
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 10/06/2023 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney in Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Farkas

- Individual
- Corporate Officer — Title(s): Corp. Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

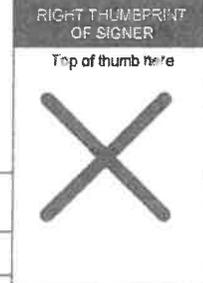


Signer is Representing: All American Asphalt

Signer's Name: N/A

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing: N/A



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 10/06/2023 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 10/06/2023
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of October, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

FY 2019/2020

CIP PROJECT NO.: 2019-02

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

****N/A****

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENT PROJECT

**FY 2019/2020
CIP PROJECT NO.: 2019-02**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____ Dollars
(\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

Attachment 2

Item	Description	Qty	Unit	Engineer's Estimate		All American Asphalt		alp, Inc DBA Excel Pavin		Jully Miller Contracting Co		Griffith Company	
				Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	263807	\$ 263,806.76	220000	\$ 220,000.00	283000	\$ 283,000.00	395000	\$ 395,000.00	385000	\$ 385,000.00
2	Provide Traffic Control	1	LS	150000	\$ 150,000.00	700000	\$ 700,000.00	897000	\$ 897,000.00	1840000	\$ 1,840,000.00	1307005.7	\$ 1,307,005.70
3	Sawcut and Remove Existing Concrete Sidewalk	6652	SF	3	\$ 19,956.00	3.5	\$ 23,282.00	4	\$ 26,608.00	7	\$ 46,564.00	5	\$ 33,260.00
4	Sawcut and Remove Existing Concrete Curb	2534	LF	15	\$ 38,010.00	15	\$ 38,010.00	18	\$ 45,612.00	14	\$ 35,476.00	16	\$ 40,544.00
5	Sawcut and Remove Existing Concrete Curb and Gutter	550	LF	22	\$ 12,100.00	25	\$ 13,750.00	28	\$ 15,400.00	50	\$ 27,500.00	22	\$ 12,100.00
6	Sawcut and Remove Existing Concrete Curb Ramp	28	EA	900	\$ 25,200.00	1700	\$ 47,600.00	1800	\$ 50,400.00	1800	\$ 50,400.00	1375	\$ 38,500.00
7	Sawcut and Remove Existing Concrete Local Depression	74	SF	9	\$ 666.00	12	\$ 888.00	14	\$ 1,036.00	19	\$ 1,406.00	55	\$ 4,070.00
8A	Sawcut and Remove Existing AC Pavement, Base, Sub-Base and Native Soil	24	CY	80	\$ 1,920.00	80	\$ 1,920.00	490	\$ 11,760.00	310	\$ 7,440.00	595	\$ 14,280.00
9	Sawcut and Remove Existing Median Hardscape	5011	SF	3	\$ 15,033.00	3.5	\$ 17,538.50	5	\$ 25,055.00	4.5	\$ 22,549.50	6	\$ 30,066.00
10A	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	594293	SF	0.32	\$ 190,173.76	0.53	\$ 314,975.29	0.58	\$ 344,689.94	0.75	\$ 445,719.75	0.65	\$ 386,290.45
11	Remove Existing Railroad Traffic Control Device, Pedestal and Footing	6	EA	1500	\$ 9,000.00	10500	\$ 63,000.00	1200	\$ 7,200.00	3000	\$ 18,000.00	2850	\$ 17,100.00
12	Remove Existing Sign and Post	16	EA	150	\$ 2,400.00	150	\$ 2,400.00	30	\$ 480.00	325	\$ 5,200.00	185	\$ 2,960.00
13	Remove Existing Bus Shelter	4	EA	1200	\$ 4,800.00	1280	\$ 5,120.00	2000	\$ 8,000.00	1350	\$ 5,400.00	2000	\$ 8,000.00
14	Remove Existing Bench	4	EA	400	\$ 1,600.00	425	\$ 1,700.00	900	\$ 3,600.00	700	\$ 2,800.00	1000	\$ 4,000.00
15	Remove Existing Trash Receptable	4	EA	150	\$ 600.00	265	\$ 1,060.00	800	\$ 3,200.00	700	\$ 2,800.00	500	\$ 2,000.00
16	Remove Existing Tree	2	EA	1800	\$ 3,600.00	1500	\$ 3,000.00	1500	\$ 3,000.00	2000	\$ 4,000.00	6100	\$ 12,200.00
17	Remove Existing Abandoned Rail Road Tracks	327	LF	55	\$ 17,985.00	115	\$ 37,605.00	340	\$ 111,180.00	100	\$ 32,700.00	320	\$ 104,640.00
18	Remove Existing Water Meter Box	1	EA	600	\$ 600.00	270	\$ 270.00	2500	\$ 2,500.00	1000	\$ 1,000.00	1100	\$ 1,100.00
19	Remove Existing Irrigation Box and System	1	EA	600	\$ 600.00	4800	\$ 4,800.00	5000	\$ 5,000.00	1000	\$ 1,000.00	3150	\$ 3,150.00
20	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	36	EA	1000	\$ 36,000.00	1600	\$ 57,600.00	2700	\$ 97,200.00	3000	\$ 108,000.00	3500	\$ 126,000.00
21	Adjust Existing Water Valve Can and Cover to Finished Grade	77	EA	450	\$ 34,650.00	120	\$ 9,240.00	2000	\$ 154,000.00	2000	\$ 154,000.00	1900	\$ 146,300.00
22	Adjust Existing Electrical/Street Light Pull Box and Cover to Finished Grade	5	EA	450	\$ 2,250.00	1200	\$ 6,000.00	750	\$ 3,750.00	1000	\$ 5,000.00	1800	\$ 9,000.00
23	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade	3	EA	450	\$ 1,350.00	1600	\$ 4,800.00	740	\$ 2,220.00	1000	\$ 3,000.00	1800	\$ 5,400.00
24	Unclassified Excavation	5	CY	80	\$ 400.00	300	\$ 1,500.00	500	\$ 2,500.00	700	\$ 3,500.00	590	\$ 2,950.00

25	Sawcut and Remove Existing Concrete Driveway Approach	125	SF	7	\$ 875.00	7	\$ 875.00	6	\$ 750.00	19	\$ 2,375.00	35	\$ 4,375.00
26	Construct Concrete Driveway Approach	125	SF	20	\$ 2,500.00	18	\$ 2,250.00	20	\$ 2,500.00	50	\$ 6,250.00	30	\$ 3,750.00
27	Construct Concrete Sidewalk	6826	SF	7	\$ 47,782.00	14	\$ 95,564.00	15	\$ 102,390.00	21	\$ 143,346.00	16	\$ 109,216.00
28	Construct Concrete Curb and Gutter	530	LF	35	\$ 18,550.00	75	\$ 39,750.00	137	\$ 72,610.00	90	\$ 47,700.00	160	\$ 84,800.00
29	Construct Concrete Curb Ramp	28	EA	3500	\$ 98,000.00	6700	\$ 187,600.00	8000	\$ 224,000.00	10000	\$ 280,000.00	8200	\$ 229,600.00
30	Construct Detectable Warning Surface on Existing Ramp	17	EA	1500	\$ 25,500.00	1600	\$ 27,200.00	1000	\$ 17,000.00	2000	\$ 34,000.00	815	\$ 13,855.00
31	Construct Concrete Local Depression	74	SF	10	\$ 740.00	30	\$ 2,220.00	60	\$ 4,440.00	65	\$ 4,810.00	118	\$ 8,732.00
32	Construct Concrete Bus Pad	3199	SF	15	\$ 47,985.00	22	\$ 70,378.00	21	\$ 67,179.00	34	\$ 108,766.00	36	\$ 115,164.00
33	Provide and Install New Sign and Post	11	EA	450	\$ 4,950.00	590	\$ 6,490.00	600	\$ 6,600.00	1500	\$ 16,500.00	675	\$ 7,425.00
34	Provide and Install 3-Seat Bench and Trash Receptable	5	EA	1500	\$ 7,500.00	4800	\$ 24,000.00	4000	\$ 20,000.00	14500	\$ 72,500.00	6000	\$ 30,000.00
35	Prune Tree Roots and Install Tree Root Barriers	8	EA	650	\$ 5,200.00	770	\$ 6,160.00	800	\$ 6,400.00	1000	\$ 8,000.00	800	\$ 6,400.00
36A	Provide and Place Crushed Miscellaneous Base (CMB)	388	TN	65	\$ 25,220.00	34	\$ 13,192.00	89	\$ 34,532.00	125	\$ 48,500.00	300	\$ 116,400.00
37A	Construct 7" Thick AC Base (III-B-PG 64-10)	321	TN	95	\$ 30,495.00	250	\$ 80,250.00	300	\$ 96,300.00	325	\$ 104,325.00	340	\$ 109,140.00
38A	Construct 3" Thick AC Overlay (III-C2-PG 64-10)	10890	TN	95	\$ 1,034,550.00	115	\$ 1,252,350.00	137	\$ 1,491,930.00	142	\$ 1,546,380.00	137	\$ 1,491,930.00
39A	Construct Concrete Pavement 10" Thick	0	SF	15	\$ -	13.5	\$ -	11	\$ -	13.25	\$ -	52	\$ -
40	Install Traffic Striping, Markings, Curb Painting, and Signs	1	LS	75000	\$ 75,000.00	125000	\$ 125,000.00	112000	\$ 112,000.00	99500	\$ 99,500.00	113000	\$ 113,000.00
41	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Alameda Street	1	LS	568806	\$ 568,806.00	395000	\$ 395,000.00	468000	\$ 468,000.00	415000	\$ 415,000.00	430000	\$ 430,000.00
42	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Santa Fe Avenue	1	LS	548867	\$ 548,867.20	400000	\$ 400,000.00	459000	\$ 459,000.00	420000	\$ 420,000.00	432000	\$ 432,000.00
43	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Miles Avenue - Soto Street	1	LS	555504	\$ 555,504.00	420000	\$ 420,000.00	485000	\$ 485,000.00	440000	\$ 440,000.00	458000	\$ 458,000.00
44	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Bickett Street	1	LS	334106	\$ 334,105.60	310000	\$ 310,000.00	379000	\$ 379,000.00	325000	\$ 325,000.00	338000	\$ 338,000.00
45	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Boyle Avenue - State Street	1	LS	528633	\$ 528,633.20	400000	\$ 400,000.00	462000	\$ 462,000.00	420000	\$ 420,000.00	434000	\$ 434,000.00
46	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	1	LS	15000	\$ 15,000.00	135000	\$ 135,000.00	139000	\$ 139,000.00	135000	\$ 135,000.00	115000	\$ 115,000.00

47	Install Public Improvement Project Signs	4	EA	850	\$ 3,400.00	1400	\$ 5,600.00	1000	\$ 4,000.00	3000	\$ 12,000.00	5200	\$ 20,800.00
48	Provide Erosion Control and BMPs	1	LS	15000	\$ 15,000.00	15400	\$ 15,400.00	128000	\$ 128,000.00	238000	\$ 238,000.00	140000	\$ 140,000.00
49	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	1	LS	25000	\$ 25,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00
TOTAL					\$ 4,851,863.52		\$ 5,650,337.79		\$ 6,947,021.94		\$ 8,206,407.25		\$ 7,567,503.15

Attachment 3

Item	Description	Qty	Unit	Engineer's Estimate		All American Asphalt		Palp, Inc DBA Excel Paving		Sully Miller Contracting Co.		Griffith Company	
				Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price	Cost	Total Price
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	263806.76	\$ 263,806.76	220000	\$ 220,000.00	283000	\$ 283,000.00	395000	\$ 395,000.00	385000	\$ 385,000.00
2	Provide Traffic Control	1	LS	150000	\$ 150,000.00	700000	\$ 700,000.00	897000	\$ 897,000.00	1840000	\$ 1,840,000.00	1307005.7	\$ 1,307,005.70
3	cut and Remove Existing Concrete Side	6652	SF	3	\$ 19,956.00	3.5	\$ 23,282.00	4	\$ 26,608.00	7	\$ 46,564.00	5	\$ 33,260.00
4	cut and Remove Existing Concrete C	2534	LF	15	\$ 38,010.00	15	\$ 38,010.00	18	\$ 45,612.00	14	\$ 35,476.00	16	\$ 40,544.00
5	Sawcut and Remove Existing Concrete Curb and Gutter	550	LF	22	\$ 12,100.00	25	\$ 13,750.00	28	\$ 15,400.00	50	\$ 27,500.00	22	\$ 12,100.00
6	Sawcut and Remove Existing Concrete Curb Ramp	28	EA	900	\$ 25,200.00	1700	\$ 47,600.00	1800	\$ 50,400.00	1800	\$ 50,400.00	1375	\$ 38,500.00
7	Sawcut and Remove Existing Concrete Local Depression	74	SF	9	\$ 666.00	12	\$ 888.00	14	\$ 1,036.00	19	\$ 1,406.00	55	\$ 4,070.00
8	Sawcut and Remove Existing AC Pavement, Base, Sub-Base and Native Soil	9737	CY	80	\$ 778,960.00	80	\$ 778,960.00	135	\$ 1,314,495.00	104	\$ 1,012,648.00	90	\$ 876,330.00
9	cut and Remove Existing Median Hard	5011	SF	3	\$ 15,033.00	3.5	\$ 17,538.50	5	\$ 25,055.00	4.5	\$ 22,549.50	6	\$ 30,066.00
10	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	369509	SF	0.32	\$ 118,242.88	0.53	\$ 195,839.77	0.58	\$ 214,315.22	1	\$ 369,509.00	0.65	\$ 240,180.85
11	Remove Existing Railroad Traffic Control Device, Pedestal and Footing	6	EA	1500	\$ 9,000.00	10500	\$ 63,000.00	1200	\$ 7,200.00	3000	\$ 18,000.00	2850	\$ 17,100.00
12	Remove Existing Sign and Post	16	EA	150	\$ 2,400.00	150	\$ 2,400.00	30	\$ 480.00	325	\$ 5,200.00	185	\$ 2,960.00
13	Remove Existing Bus Shelter	4	EA	1200	\$ 4,800.00	1280	\$ 5,120.00	2000	\$ 8,000.00	1350	\$ 5,400.00	2000	\$ 8,000.00
14	Remove Existing Bench	4	EA	400	\$ 1,600.00	425	\$ 1,700.00	900	\$ 3,600.00	700	\$ 2,800.00	1000	\$ 4,000.00
15	Remove Existing Trash Receptable	4	EA	150	\$ 600.00	265	\$ 1,060.00	800	\$ 3,200.00	700	\$ 2,800.00	500	\$ 2,000.00
16	Remove Existing Tree	2	EA	1800	\$ 3,600.00	1500	\$ 3,000.00	1500	\$ 3,000.00	2000	\$ 4,000.00	6100	\$ 12,200.00
17	Remove Existing Abandoned Rail Road Tr	327	LF	55	\$ 17,985.00	115	\$ 37,605.00	340	\$ 111,180.00	100	\$ 32,700.00	320	\$ 104,640.00
18	Remove Existing Water Meter Box	1	EA	600	\$ 600.00	270	\$ 270.00	2500	\$ 2,500.00	1000	\$ 1,000.00	1100	\$ 1,100.00
19	Remove Existing Irrigation Box and Syste	1	EA	600	\$ 600.00	4800	\$ 4,800.00	5000	\$ 5,000.00	1000	\$ 1,000.00	3150	\$ 3,150.00
20	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	36	EA	1000	\$ 36,000.00	1600	\$ 57,600.00	2700	\$ 97,200.00	3000	\$ 108,000.00	3500	\$ 126,000.00
21	Adjust Existing Water Valve Can and Cover to Finished Grade	77	EA	450	\$ 34,650.00	120	\$ 9,240.00	2000	\$ 154,000.00	2000	\$ 154,000.00	1900	\$ 146,300.00
22	Adjust Existing Electrical/Street Light Pull Box and Cover to Finished Grade	5	EA	450	\$ 2,250.00	1200	\$ 6,000.00	750	\$ 3,750.00	1000	\$ 5,000.00	1800	\$ 9,000.00
23	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade	3	EA	450	\$ 1,350.00	1600	\$ 4,800.00	740	\$ 2,220.00	1000	\$ 3,000.00	1800	\$ 5,400.00
24	Unclassified Excavation	5	CY	80	\$ 400.00	300	\$ 1,500.00	500	\$ 2,500.00	700	\$ 3,500.00	590	\$ 2,950.00

25	Sawcut and Remove Existing Concrete Driveway Approach	125	SF	7	\$ 875.00	7	\$ 875.00	6	\$ 750.00	19	\$ 2,375.00	35	\$ 4,375.00
26	Construct Concrete Driveway Approach	125	SF	20	\$ 2,500.00	18	\$ 2,250.00	20	\$ 2,500.00	50	\$ 6,250.00	30	\$ 3,750.00
27	Construct Concrete Sidewalk	6826	SF	7	\$ 47,782.00	14	\$ 95,564.00	15	\$ 102,390.00	21	\$ 143,346.00	16	\$ 109,216.00
28	Construct Concrete Curb and Gutter	530	LF	35	\$ 18,550.00	75	\$ 39,750.00	137	\$ 72,610.00	90	\$ 47,700.00	160	\$ 84,800.00
29	Construct Concrete Curb Ramp	28	EA	3500	\$ 98,000.00	6700	\$ 187,600.00	8000	\$ 224,000.00	10000	\$ 280,000.00	8200	\$ 229,600.00
30	Construct Detectable Warning Surface on Existing Ramp	17	EA	1500	\$ 25,500.00	1600	\$ 27,200.00	1000	\$ 17,000.00	2000	\$ 34,000.00	815	\$ 13,855.00
31	Construct Concrete Local Depression	74	SF	10	\$ 740.00	30	\$ 2,220.00	60	\$ 4,440.00	65	\$ 4,810.00	118	\$ 8,732.00
32	Construct Concrete Bus Pad	3199	SF	15	\$ 47,985.00	22	\$ 70,378.00	21	\$ 67,179.00	34	\$ 108,766.00	36	\$ 115,164.00
33	Provide and Install New Sign and Post	11	EA	450	\$ 4,950.00	590	\$ 6,490.00	600	\$ 6,600.00	1500	\$ 16,500.00	675	\$ 7,425.00
34	Provide and Install 3-Seat Bench and Trash Receptable	5	EA	1500	\$ 7,500.00	4800	\$ 24,000.00	4000	\$ 20,000.00	14500	\$ 72,500.00	6000	\$ 30,000.00
35	Remove Tree Roots and Install Tree Root Bar	8	EA	650	\$ 5,200.00	770	\$ 6,160.00	800	\$ 6,400.00	1000	\$ 8,000.00	800	\$ 6,400.00
36	Provide and Place Crushed Miscellaneous Base (CMB)	7974	TN	65	\$ 518,310.00	34	\$ 271,116.00	48	\$ 382,752.00	89	\$ 709,686.00	42	\$ 334,908.00
37	Construct 7" Thick AC Base (III-B-PG 64-10)	47	TN	95	\$ 4,465.00	250	\$ 11,750.00	300	\$ 14,100.00	450	\$ 21,150.00	450	\$ 21,150.00
38	Construct 3" Thick AC Overlay (III-C2-PG 64-10)	6698	TN	95	\$ 636,310.00	115	\$ 770,270.00	110	\$ 736,780.00	295	\$ 1,975,910.00	140	\$ 937,720.00
39	Construct Concrete Pavement 10" Thick	231667	SF	15	\$ 3,475,005.00	13.5	\$ 3,127,504.50	11	\$ 2,548,337.00	13.35	\$ 3,092,754.45	24	\$ 5,560,008.00
40	Install Traffic Striping, Markings, Curb Painting, and Signs	1	LS	75000	\$ 75,000.00	125000	\$ 125,000.00	112000	\$ 112,000.00	99500	\$ 99,500.00	113000	\$ 113,000.00
41	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Alameda Street	1	LS	568806	\$ 568,806.00	395000	\$ 395,000.00	468000	\$ 468,000.00	415000	\$ 415,000.00	430000	\$ 430,000.00
42	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Santa Fe Avenue	1	LS	548867.2	\$ 548,867.20	400000	\$ 400,000.00	459000	\$ 459,000.00	420000	\$ 420,000.00	432000	\$ 432,000.00
43	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Miles Avenue - Soto Street	1	LS	555504	\$ 555,504.00	420000	\$ 420,000.00	485000	\$ 485,000.00	440000	\$ 440,000.00	458000	\$ 458,000.00
44	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Bickett Street	1	LS	334105.6	\$ 334,105.60	310000	\$ 310,000.00	379000	\$ 379,000.00	325000	\$ 325,000.00	338000	\$ 338,000.00
45	Traffic Signal System Upgrade for the Intersection of Slauson Avenue and Boyle Avenue - State Street	1	LS	528633.2	\$ 528,633.20	400000	\$ 400,000.00	462000	\$ 462,000.00	420000	\$ 420,000.00	434000	\$ 434,000.00
46	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	1	LS	15000	\$ 15,000.00	135000	\$ 135,000.00	139000	\$ 139,000.00	135000	\$ 135,000.00	115000	\$ 115,000.00
47	Install Public Improvement Project Signs	4	EA	850	\$ 3,400.00	1400	\$ 5,600.00	1000	\$ 4,000.00	3000	\$ 12,000.00	5200	\$ 20,800.00

48	Provide Erosion Control and BMPs	1	LS	15000	\$ 15,000.00	15400	\$ 15,400.00	128000	\$ 128,000.00	238000	\$ 238,000.00	140000	\$ 140,000.00
49	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	1	LS	25000	\$ 25,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00	60000	\$ 60,000.00
TOTAL					\$ 9,100,797.64	\$ 9,143,090.77	\$ 10,178,589.22	\$ 13,235,699.95	\$ 13,419,759.55				

ITEM 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Kalban, Inc. for the construction of CIP 2022-10 CDBG ADA Reconstruction Project; and
2. Authorize the reallocation of \$205,531.85 in Community Development Block Grant (CDBG) funds towards the construction project for a total CDBG funding amount of \$999,965.13; and
3. Authorize the reuse of \$206,211.13 in Metro TDA Article 3 funds for another project; and
4. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
5. Release the retention amount of \$50,151.75 to Kalban, Inc. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the August 15, 2023 City Council meeting, the City Council awarded the construction contract to Kalban, Inc. The project consists of the removal and replacement of pedestrian ramps and sidewalks along the following encompassing areas:

- South of Florence Avenue, west of Salt Lake Avenue, north of Santa Ana Street and east of State Street

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

August 15, 2023

Page 2 of 3

- South of Slauson Avenue, west of Fishburn Avenue, north of Randolph Street and east of Maywood Avenue
- South of Slauson Avenue, west of Pacific Boulevard, north of Randolph Street and east of Santa Fe Avenue

The contractor was issued the Notice to Proceed on September 8, 2023 and work was scheduled accordingly thereafter. Staff has deemed the project substantially completed in accordance with the contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

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

FISCAL IMPACT/FINANCING

The City Council awarded the construction contract to Kalban, Inc. in the amount of \$733,250. City authorized a construction contingency of \$270,464.28, for a potential total construction contract amount of \$1,003,714.28. The contractor’s final project invoice totaled \$1,003,035.

Due to the need to spend an additional \$205,531.85 in CDBG funds, staff recommends the following reallocation and exchange in the color of money:

CDBG – Original Amount	CDBG - Reallocated Funds	CDBG – Total Amount	TDA – Article 3 Metro Funds	Kalban, Inc. Total Project
\$794,433.28	\$205,531.85	\$999,965.13	\$3,069.87	\$1,003,035.00

Staff recommends the authorization to reuse \$206,211.13 in Metro TDA Article 3 funds for another project. Staff recommends the release of the final retention payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at this time.

CONCLUSION

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

August 15, 2023

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENTS

1. Notice of Completion CIP 2022-10 CDBG ADA Reconstruction Project

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

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is: Project consists of the removal and replacement of non-ADA compliant pedestrian ramps and sidewalks.

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

- 5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 6. A work of improvement on the property hereinafter described was completed on November 7, 2023

(Date)

The work done was: Project consists of the removal and replacement of non-ADA compliant pedestrian ramps and sidewalks.

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

Kalban, Inc.

November 7, 2023

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

(Date of Contract)

- 8. The street address of said property is:
- South of Florence Avenue, west of Salt Lake Avenue, north of Santa Ana Street and east of State Street
- South of Slauson Avenue, west of Fishburn Avenue, north of Randolph Street and east of Maywood Avenue
- South of Slauson Avenue, west of Pacific Boulevard, north of Randolph Street and east of Santa Fe Avenue
9. The property on which said work of improvement was completed is in the City of Huntington Park, County of Los Angeles, State of California.

Ricardo Reyes, City Manager
City of Huntington Park

Date

VERIFICATION

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

Eduardo Sarmiento, City Clerk
City of Huntington Park

Date

ITEM 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF THE APPLICATION OF SANIGLAZE TO THE JAIL AT THE POLICE DEPARTMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve Advanced Tile Restoration's (ATR Ventures) quote that includes all applicable equipment, material and labor to SaniGLAZE the jail at the Police Department for a not-to-exceed amount of \$409,624; and
3. Partially payable from Account No. 111-8024-421.73-10 (\$358,000); and
4. Due to rising costs in material and labor, there is a request for an additional appropriation of \$51,624 into Account No. 111-8024-421.73-10 to pay for this service; and
5. Authorize the City Manager to execute the purchase order and all other applicable documentation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SaniGLAZE process allows for a clean and maintained stain free and unsanitary tile and grout surface at the jail in the Police Department. The SaniGLAZE process is a multi-step process that restores tile and grout surfaces to their original condition and eliminates porosity to keep them safe and sanitary.

CONSIDERATION AND APPROVAL OF THE APPLICATION OF SANIGLAZE TO THE JAIL AT THE POLICE DEPARTMENT

November 7, 2023

Page 2 of 3

Process includes removing the embedded contaminants and the application of a proprietary armor-like polymer to the grout. This rigorously tested material bonds permanently with the clean grout making it non-porous so dirt stays on the surface. Next, the entire surface is coated with a proprietary protective coating that creates a better-than-new surface integrity.

Staff recommends approving Advanced Tile Restoration’s (ATR Ventures) quote in order to restore the sanitary component of the jail at the Police Department.

LEGAL REQUIREMENT

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

- (i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

FISCAL IMPACT/FINANCING

This item was adopted as part of the Fiscal Year 2023-24 Budget: Account No. 111-8024-421.73-10 (\$358,000). Staff requests an additional appropriation of \$51,624 into Account No. 111-8024-421.73-10 due to rising costs to complete this necessary sanitary restoration.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL OF THE APPLICATION OF SANIGLAZE TO THE
JAIL AT THE POLICE DEPARTMENT**

November 7, 2023

Page 3 of 3

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. SaniGLAZE Quote

ATTACHMENT 1

May 25, 2023

To Whom It May Concern

RE: SaniGLAZE Authorized Service Provider

This letter is to advise you that Advanced Tile Restoration (ATR Ventures) is the exclusive SaniGLAZE provider for the Los Angeles Territory. There are no other SaniGLAZE providers who are permitted to perform SaniGLAZE processes in this area, nor will there be in accordance with our exclusive agreement with Advanced Tile Restoration (ATR Ventures). SaniGLAZE processes are specialized processes that require proprietary products and technical training. Therefore these processes can only be provided by a SaniGLAZE franchised service professional.

SaniGLAZE's restorative bonding processes should not be confused with ordinary procedures like grout staining, acid and pressure washing, acrylic sealing or other types of cleaning and color enhancement techniques. SaniGLAZE's restorative bonding processes are the only tile and grout restoration systems that utilize our specially formulated, proprietary SaniGLAZE coatings.

Our franchise agreements prohibit SaniGLAZE franchisees from performing SaniGLAZE processes in another SaniGLAZE franchisee's territory. Therefore, Advanced Tile Restoration (ATR Ventures) is the only available source in your location for SaniGLAZE tile and grout restoration.

Your interest in SaniGLAZE tile and grout restoration is greatly appreciated. Thank you!

Sincerely,



Michele L. Yonash
COO



**3345 E Miraloma Ave, Suite 129
Anaheim CA 92806
714.315.0843**

SaniGLAZE Restorative Bonding Process

ChromaGLAZE PLUS Process

1. Surface is prepped to remove any previously applied finishes and to emulsify and extract contaminants.
2. A durable opaque protective shield, SaniMAX-C is bonded to the entire tile and grout surface producing a monochromatic appearance (additional options for added clear coat)
3. A durable clear protective shield, SaniMAX is bonded to the entire surface adding an additional coat of protection for heavy usage situations.

VariGLAZE Plus Process

1. Surface is prepped to remove any previously applied finishes and to emulsify and extract contaminants.
2. A durable opaque protective shield, SaniMAX-C is bonded to the entire tile and grout surface producing a monochromatic appearance. While SaniMAX-C is still wet, Decorative SaniCHIPS are broadcast onto the surfaces. After this coat dries, the surface is brushed and vacuumed to remove loose SaniCHIPS. A clear coat of SaniMAX is then rolled on.
3. An additional Coat of Clear SaniMAX or SaniTECH 2 is rolled on to provide our most durable coating for the heavy usage areas.



**3345 E Miraloma Ave, Suite 129
Anaheim CA 92806
714.315.0843**

AfterCARE and EverGLAZE Extended Protection Plan (E2P2)

SaniGLAZE's specialized coatings applied during the restoration processes are among the most durable in the industry, but will not last forever. SaniGLAZE takes a common-sense approach to the restoration of tile and grout surfaces. Regardless of how effective the restorative coatings may be, the products will still require routine upkeep to look their best and last their longest.

AfterCARE and an EverGLAZE Extended Protection Plan (E2P2) will keep tile and grout surfaces in the clean zone, while ensuring maximum value and a lower life cycle cost. Each plan is prescribed based on factors specific to each area restores within a facility. These factors include: usage, traffic, location, type of tile and grout, and other pertinent conditions.

AfterCARE and E2P2 are a team-work approach. AfterCARE is a plan of maintenance procedures that can be performed by the facility's custodial staff. E2P2 represents the maintenance practices to be performed by Advanced Tile Restoration.

Advanced Tile Restoration will conduct in-service training with the facility's custodial staff to ensure they are educated on how to correctly care for a SaniGLAZE restored floor. In addition, personnel and custodial staff will have 24/7 access to the latest technology, cleaning tips and care procedures for tile and grout surfaces through the online training center, Sani.EDU.



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Anaheim CA 92806
714.315.0843**

AfterCARE

The AfterCARE Maintenance Procedures are no different than what is normally specified for tile and grout surfaces.

Spot Cleaning Spot cleaning is just that, removing loose dry debris and soil spots. The tools and supplies needed for this procedure include: A broom and dust pan or a back-pack style vacuum for removing the loose dry debris; a micro-fiber mop or string mop for damp mopping; and mop bucket/wringer with clean water or a neutral, no-rinse cleaning solution to remove the visible soil spots. The steps for this procedure are accomplished by first sweeping or vacuuming to remove the loose dry debris. And then damp mopping the visible soil spots with clean water or a neutral, no-rinse cleaning solution.

Light Duty Cleaning Light duty cleaning is required when you begin to notice light soiling in the grout joints and over larger sections of the tile. The tools and supplies needed for this procedure include: A broom and dust pan or a back-pack style vacuum for removing the loose dry debris; a micro-fiber mop or string mop for damp mopping; and mop bucket/wringer with clean water or a neutral, no-rinse cleaning solution to mop the entire surface. The steps for this procedure are accomplished by first sweeping or vacuuming to remove the loose dry debris. And then damp mopping the entire surface with clean water or a neutral, no-rinse cleaning solution.

Moderate Duty Cleaning Moderate duty cleaning is required when you begin to notice moderate soiling and discoloration in the traffic areas and pivot points. The tools and supplies needed for this procedure include: A broom and dust pan or a back-pack style vacuum for removing the loose dry debris; a deck brush for scrubbing; a wet-vac for extracting cleaning solution residue; a micro-fiber mop or string mop for damp mopping; and mop bucket/wringer with clean water or a neutral, no-rinse cleaning solution to mop the entire surface area. The steps for this procedure are accomplished by first sweeping or vacuuming to remove the loose dry debris; then scrubbing the soiled traffic areas and pivot points with a scrub brush and neutral cleaner; then rinsing the floor with clean water; then removing the residue with a wet vac; and then damp mopping the entire surface with clean water or a neutral, no-rinse cleaning solution.



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Heavy Duty Cleaning Heavy duty cleaning is required when you begin to notice heavy soiling and discoloration building up in the traffic areas and pivot points. The tools and supplies needed for this procedure include: A broom and dust pan or a back-pack style vacuum for removing the loose dry debris; a deck brush for scrubbing small areas or a power floor machine for scrubbing larger areas; a wet-vac for extracting cleaning solution residue; a micro-fiber mop or string mop for damp mopping; and mop bucket/wringer with clean water or a neutral, no-rinse cleaning solution to mop the entire surface area. The steps for this procedure are accomplished by first sweeping or vacuuming to remove the loose dry debris; then scrubbing the soiled traffic areas and pivot points with a scrub brush or floor machine using a neutral cleaner; then extracting the cleaning residue with a wet-vac; then rinsing the floor with clean water; then extracting the rinse water with a wet vac; and then damp mopping the entire surface with clean water or a neutral, no-rinse cleaning solution. As a final step in some situations it may be necessary to dry mop or buff the area to remove water streaks.

Degreasing In certain situations, primarily commercial kitchens and food service areas, it may be necessary to remove build-ups of grease and oil. The tools and supplies needed for this procedure include: A good commercial grade degreaser; a deck brush for scrubbing small areas or a power floor machine for scrubbing larger areas; a grout brush or wire brush for working the grout joints; a wet-vac for extracting cleaning solution residue; a micro-fiber mop or string mop for damp mopping; and mop bucket/wringer with clean water or a neutral cleaning solution to mop the entire surface area. The steps for this procedure are accomplished by flooding the surface with a commercial degreaser and allowing it to dwell for at least 20 minutes. Next scrub the floor and work the grout lines if necessary to loosen impacted grease and oils. Next extract the residue with a wet-vac; then rinse with clean water or a neutral cleaning solution and extract the rinse solution with a wet-vac. In cases of severe soiling and impacted greases and oils, the preceding steps may have to be repeated several times to remove the grease, oils and other imbedded contaminants.



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EverGLAZE Extended Protection Plan (E2P2)

The E2P2 Procedures are beyond the capabilities of the facility's custodial staff. From patching worn areas to recoating the entire surface, these procedures require special attention from a SaniGLAZE service provider. While we warranty our SaniMAX coating for one year, we recommend having Advanced Tile Restoration provide a deep cleaning of the areas at least annually to remove any dirt build up and return the floors to a like new condition.

SaniGLAZE Warranty

The SaniGLAZE Process(es) is/are warranted for one (1) full year against defect and workmanship if the EnduraGLAZE process with SaniMAX, ChromaGLAZE process with SaniMAX-C, or VariGLAZE process with SaniMAX-C and SaniMAX is selected. An Annual inspection is required to maintain this warranty. If the surfaces are kept clean as recommended, the warranty extends the next year. If the surfaces show buildup of dirt or scale, the EverGLAZE Extended Protection Plan must be performed to continue the warranty. This warranty is not extended to maintenance neglect, physical scratching, flood, fire or harsh chemical abuse.



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Estimate

Estimates are valid sixty (60) days from the date of this proposal.

Please note the pricing provided is our best pricing based on access to all areas and total square footage as presented on this quote. Should the quote be modified in terms of accessibility to areas/rooms or square footage; our Operational Minimum pricing will have to be taken into consideration.

We offer our best pricing up front, which includes our labor rate, product cost, our warranty and our guarantee to stand behind the work we do.

Guarantee

All services and warranties are guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate provided. All agreements are contingent upon strikes, accidents or delays beyond our control. Advanced Tile Restoration is covered by all necessary insurances.

Scheduling

We scheduled according to the availability on our Operations Calendar. Dates are scheduled as signed proposals come in.



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Prior to our Arrival/Project Start

We require exclusive access to all areas for the project dates scheduled. Please have a plan in place to keep the rooms closed during the project to ensure integrity of the project and proper cure times.

Our Operations Team will place "CLOSED" signs in each area stating the time the rooms can be opened.

Please remove any and all fixtures before our scheduled arrival, making sure that anything on, near or touching the tile we are servicing is removed, this includes any electrical conduit along the wall, partitions, paper towel dispensers, etc. Please replace any missing or damaged tiles before our arrival, or we will fill in these areas with grout material or bondo. Any and all water leaks should be fixed before our arrival. Once proper cure time has elapsed, all fixtures can be reattached by client.

If we arrive and the fixtures are not removed, we charge \$125.00 for removal.

Billing

Our payment terms are due upon receipt. Invoices must be paid within 30 days, due at the latest on the 30th day. We bill at the end of each week, or the end of the job if it does not go over a week. Forms of accepted payment are: payment by check or ACH Push. Mail checks to: ATR Ventures, 6711 Sierra Court, Unit C, Dublin CA 94568.



Lic. # 1071074



New Tile & Grout Without Replacement

Price Quotation

Prepared By: **Lauren Rhodes**

3345 E Miraloma Avenue, Suite 129

Anaheim CA 92806

PHONE: 714.315.0843

EMAIL: lauren@advancedtile Restoration.com

BILL TO:			
DATE	October 1, 2023	DATE	
COMPANY	City of Huntington Park	COMPANY	City of Huntington Park
CONTACT	Mario Lopez	CONTACT	Mario Lopez
ADDRESS	6900 Bissell St Huntington Park CA 90255	ADDRESS	6550 Miles Avenue Huntington Park CA 90255
PHONE	323.447.6115	PHONE	323.447.6115
FAX		FAX	
EMAIL	mlopez@hpca.gov	EMAIL	mlopez@hpca.gov

Floor/Walls/Ceiling Areas	DESCRIPTION	SERVICE	COLOR	QTY	PRICE
Kitchen Floor	Concrete Floor	VariGLAZE	TBD	1	\$ 5,148.00
Kitchen Walls	Concrete Walls	ChromaGLAZE	TBD	1	\$ 12,960.00
Fingerprinting Floors	Concrete Floor	VariGLAZE	TBD	1	\$ 1,008.00
Fingerprinting Walls	Concrete Walls	ChromaGLAZE	TBD	1	\$ 5,940.00
Office Floor	VCT Floor	VariGLAZE	TBD	1	\$ 5,184.00
Office Walls	Concrete Walls	ChromaGLAZE	TBD	1	\$ 12,960.00
Lobby Floor	VCT Floor	VariGLAZE	TBD	1	\$ 5,184.00
Lobby Walls	Concrete Walls	ChromaGLAZE	TBD	1	\$ 12,960.00
Hallway Floors	Concrete Floor	VariGLAZE	TBD	1	\$ 10,800.00
Hallway Walls	Concrete Walls	ChromaGLAZE	TBD	1	\$ 21,000.00
Room 14 Floors	Concrete Floor (1 bed also)	VariGLAZE	TBD	1	\$ 4,320.00
Room 14 Walls/ Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 18,576.00
Room 13 Floors	Concrete Floor (womens cell w RR, 4 beds)	VariGLAZE	TBD	1	\$ 6,156.00
Room 13 Walls/ Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 28,836.00
Room 12 Floors	Concrete Floor (w RR, 8 beds also)	VariGLAZE	TBD	1	\$ 11,268.00
Room 12 Walls/ Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 41,724.00
Room 11 Floors	Concrete Floor (4 beds also)	VariGLAZE	TBD	1	\$ 3,600.00
Room 11 Walls/ Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 16,560.00
Rooms 1,2,3,4,5 Floors	Concrete Floors (7 beds also)	VariGLAZE	TBD	1	\$ 18,144.00
Rooms 1,2,3,4,5 Walls/Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 50,544.00
Rooms 6,7,8,9,10 Floors	Concrete Floors (8 beds also)	VariGLAZE	TBD	1	\$ 17,640.00
Rooms 6,7,8,9,10 Walls/Ceiling	Concrete Walls/Ceiling - Extra Topcoat Layer	ChromaGLAZE+	TBD	1	\$ 49,392.00
Beds	Metal Beds, Extra Topcoat Layer, 32 total	ChromaGLAZE+	TBD	32	\$ 17,280.00
Metal Doors/Gates	Metal Doors/Gates	ChromaGLAZE	TBD	16	\$ 32,440.00
GRAND TOTAL					\$ 409,624.00

LIKE NEW APPEARANCE
 REMOVES EMBEDDED CONTAMINATES
 LONG TERM MAINTAINABLE SURFACE
 ELIMINATES ODORS
 PROVIDES A MOISTURE RESISTANT SHIELD
 SHIELDS AGAINST GERMS AND MILDEW
 IN SERVICE JANITORIAL TRAINING

EASE OF MAINTENANCE
 NO CONSTRUCTION HEADACHES
 UP TO 80% LESS THAN TILE REPLACEMENT
 NON-SKID SURFACE
 ONE YEAR APPEARANCE WARRANTY
 EVERGLAZE MAINTENANCE EXTENDS
 THE WARRANTY EACH YEAR

YOUR FLOORS WILL NOW BE RESISTANT TO COFFEE, CRUVE, BLOOD, GREASE

MAINTENANCE SERVICE REQUIRED AT LEAST ONCE ANNUALLY TO EXTEND THE WARRANTY

Payments due upon receipt



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Anaheim CA 92806
714.315.0843**

Acceptance of Proposal

I accept the Advanced Tile Restoration Restorative Bonding Estimate:

Customer

Date

ITEM 11



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-04 PLAYGROUND AT KELLER PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified landscape architectural or engineering firms for the preparation of Plans, Specifications and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-04 Playground at Keller Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed design will focus on the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playgrounds for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State. Other improvements include the walkable areas surrounding the park and upgrades to the restrooms.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-04 PLAYGROUND AT KELLER PARK

November 7, 2023

Page 2 of 3

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

The following is a tentative schedule:

RFP ISSUED	November 10, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	December 1, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	December 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	December 19, 2023
APPROXIMATE NOTICE TO PROCEED DATE	January 2, 2024
100% FINAL PS&E TO THE CITY (TENTATIVE)	September 2, 2024

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

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-04 PLAYGROUND AT KELLER PARK

November 7, 2023

Page 3 of 3

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform design services. Attachment 2 is the grant agreement and demonstrates the grant award amount of \$1,540,000 for the project cost. 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.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. CIP 2022-04 Playground at Keller Park - Design RFP
2. Keller Park Measure A Grant Agreement

ATTACHMENT 1



CITY OF HUNTINGTON PARK REQUEST FOR PROPOSAL FOR Professional Architectural/Engineering/Playground Equipment Design Services Plans, Specifications, and Estimate (PS&E) CIP 2022-04 Playground at Keller Park

PROPOSAL DUE DATE: DECEMBER 11, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croltan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for design services and the preparation of Plans, Specifications, and Estimate (PS&E) for playground equipment. Proposals are welcomed from qualified playground equipment manufacturers and/or vendors. The proposed design will lead to the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playground features must include equipment for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State.

2. OVERVIEW

In general, the City is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Equipment design must meet the requirements of the Americans with Disabilities Act (ADA) and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission. Design also includes improving walkable areas surrounding the park, new restrooms, enhanced safety lighting throughout the park, improve picnic areas and picnic shelters and include new restrooms. The project would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans and water fountains will also be replaced. See attached grant agreement (Attachment 4) for further details.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-04 Playground at Keller Park**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates for park projects. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **September 2, 2024**.

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

A. Task 1 – Conduct Field Review and Surveys

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, architectural/engineering plans, layouts, typical sections, and construction details necessary to construct the required playground equipment. Play structure and amenities for ages 2-5. Play structure and amenities for ages 5-12. One multiple-bay swing structure accommodating ages 5-12, ages 2-5, and a “mommy-and-me” style swing
- Design also includes improving walkable areas surrounding the park, new restrooms, enhanced safety lighting throughout the park, improve picnic areas and picnic shelters and include new restrooms. The project would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans and water fountains will also be replaced.
- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways leading to the playground areas will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:
 - March 28, 2024** – 30% submittal
 - May 30, 2024** – 75% submittal
 - September 2, 2024** – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Basic Requirements:
 - A. Play structures and amenities must be age appropriate with proper signage.
 - B. All products shall bear the certificate seal of IPEMA and shall meet or exceed ADA Accessibility Guidelines for Play Areas.
 - C. All equipment and surfacing shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
 - ASTM F1487 (Playground Equipment)

CIP 2022-04 Playground at Keller Park – Design

- ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
 - CPSC Publication 325: Public Playground Safety Handbook
 - Design must be prepared to comply with all state, federal and local requirements for play structure equipment. Consultants are responsible for verifying site conditions. No allowances will be made if a consultant fails to adequately examine a location before submitting a proposal. All equipment shall be installed by a factory trained and certified installer (Phase II – Construction). Following installation, a full and thorough audit of all newly installed play equipment will be performed by an independent Certified Playground Safety Inspector (CPSI) hired by the City. Vendor(s) will be required to address and resolve any identified deficiencies
 - Upon completion of 30% design, the consultant must schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.
 - Design Services shall follow and include a schedule. Allow a minimum of two (2) weeks for each City review. It is expected that 100% plans will be complete and include comments and input from the City.
 - Access to the site is critical. ADA design enhancements are required around the park. This includes, though is not limited to pedestrian ramps, crosswalks and sidewalks leading to the ingress/egress points of entry.
- C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal
- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause. City does not have City standards.
- D. Task 4 – Construction Estimate
- Prepare an Engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

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

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

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

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

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

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

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

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

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

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

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

PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**CIP 2022-04 Playground at Keller Park**” and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

TASKS	ITEM	TOTAL
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Due March 28, 2024	
4	Prepare & Submit 75% Design PS&E: Due May 30, 2024	
5	Prepare & Submit 100% Design PS&E: Due September 2, 2024	
6	Answer Bidding RFIs/RFCs	
7	Attend Pre-Construction Meeting(s)	
8	Answer Construction RFIs/RFCs	
9	Review Construction Submittals/Shop Drawings	
10	As-Builts/Record Drawings	
TOTAL DETAILED FEE SCHEDULE		

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

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works
 E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, NOVEMBER 27, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, DECEMBER 1, 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, DECEMBER 11, 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 may not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

EXHIBIT "A" IS THE CHOSEN CONTRACTOR'S PROPOSAL

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – GRANT AGREEMENT

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	November 10, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	December 1, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	December 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	December 19, 2023
APPROXIMATE NOTICE TO PROCEED DATE	January 2, 2024
100% FINAL PS&E TO THE CITY (TENTATIVE)	September 2, 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 CONSULTING SERVICES TO BE PERFORMED].

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

II.

PERFORMANCE OF AGREEMENT

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

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

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

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

V.
INDEMNIFICATION

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

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

- 5.2 **Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 5.3 **Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

ACORD 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(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).

PRODUCER: Agent or Broker Name & Address

INSURED: Insured Name & Address

INSURER(S) AFFORDED COVERAGE

Insurance Company Name(s)

COVERAGE	CERTIFICATE NUMBER	REVISION NUMBER
<p>COMMERCIAL GENERAL LIABILITY</p> <p>TRANS-MAGE</p> <p>GENERAL AGGREGATE LIMIT AS FILED REPLY</p> <p>AUTOMOBILE LIABILITY</p> <p>UMBRELLA LIAB</p> <p>NONBODILY COMPENSATION AND EMPLOYERS' LIABILITY</p>	<p>Policy Number</p> <p>Policy Number</p> <p>Policy Number</p>	<p>Current Policy Period</p> <p>Current Policy Period</p> <p>Current Policy Period</p>

Must mark either a "Y" or "N"

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

THEIR OPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Features Schedule, may be attached if any space is required)

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

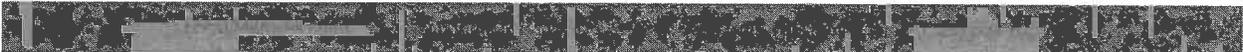
CERTIFICATE HOLDER: City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

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

AUTHORIZED REPRESENTATIVE: SIGNATURE

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



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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

ATTACHMENT 4 – GRANT AGREEMENT

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

Grant Number: 10146

Project Title: City of Huntington Park Development Project for Robert H. Keller Park

Grant Award Amount: \$1,540,000.00

Project Summary: Replace an existing playground structure, enhance safety lighting throughout the park, improve picnic areas & picnic shelters and include new restrooms. The project would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans, and water fountains will also be replaced.

PARTIES TO AGREEMENT

Grantor
Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

Grantee
City of Huntington Park
3401 E. Florence Ave.
Huntington Park, California 90255

RECITALS

The Grantee listed above ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Grant Agreement ("Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

SPECIAL PROVISIONS:

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INTERPRETATION

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

WORK

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

GOOD STANDING POLICY

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

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DEED RESTRICTION

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

COMMUNITY ENGAGEMENT

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

BONDING POLICY

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee's Good Standing.

A. Definitions

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
 - a) Identification of the applicant organization and a sentence or two about its credibility

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to provide park projects; b) a sentence or two explaining the issue, problem or need for the project; c) a brief statement of the expected measurable outcome(s) that the project will produce; d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

B. Conditions

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.
7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

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C. No Joint Venture

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

D. Liability and Indemnification

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

E. Regulatory Requirements

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.
2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA

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documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

- i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
3. *(Public Records Act)* The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
4. *(Public Records Act)* In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
5. *(Internal Revenue Code of 1986, as amended)* In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
6. *(County Lobbyist Ordinance)* The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

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F. Time is of the Essence

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

G. Performance and Development

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

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H. Signage and Branding

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

I. Modification

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

J. Publicity of Project Information

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

K. Disbursements

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.

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- i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.
 - ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.
2. RPOSD may disburse to the Grantee the grant funding as follows:

Acquisition

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

Development

- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.
- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.

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- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.
- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

L. Advancing Funds

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

M. Final Disbursement

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.
3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.
5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

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N. Long Term Obligations

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (See Grant Administration Manual for details.)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.
5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation

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challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

O. Disposal

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
 - i) the amount of grant monies provided under this Contract;
 - ii) the fair market value of the real property determined by an independent appraisal; or
 - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
 - i) the amount of the proceeds; or
 - ii) the fair market value of the real property determined by an independent appraisal.

P. Audit

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.

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3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.
4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.
7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

Q. Failure to Comply

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

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R. Severability

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

S. Termination

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:
 - i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
 - ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
 - iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
 - iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
 - v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
 - vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;
 - vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

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T. Breach

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
 - a. Withdraw the Grant and terminate this Agreement; and,
 - b. Deny the Grantee eligibility for participation in future grant program opportunities.
2. After payment (partial or full) of Grant:
 - a. Deny the Grantee eligibility for participation in future grant program opportunities;
 - b. Seek specific performance of the Grantee's obligations under this Agreement;
 - c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

U. Counterparts

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

V. Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as

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handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

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IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

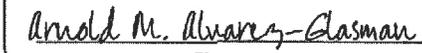
By: 
DocuSigned by:
Signature of Authorized Representative

Name: Ricardo Reyes
Print Name

Title: City Manager

Date: 10/11/2023

CITY ATTORNEY:

By: 
DocuSigned by:
29A8FEFC77074DB...Signature

Name: Arnold M. Alvarez-Glasman
Print Name

Title: City Attorney

Date: 10/11/2023

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: 
Christina Angeles (Oct 12, 2023 13:08 PDT)
Director / Administrator

Date: Oct 12, 2023

Grant No.: 10146

Robert H. Keller Park Measure A Grant_City Signed-10146

Final Audit Report

2023-10-12

Created:	2023-10-12
By:	Karina Lopez (klopez@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7CrUk3nKzC1xoL_rupXkW_GuCqBjtoPg

"Robert H. Keller Park Measure A Grant_City Signed-10146" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-10-11 - 7:33:57 PM GMT- IP address: 173.196.252.156
-  Document created by Karmina Lopez (klopez@rposd.lacounty.gov)
2023-10-12 - 4:23:27 PM GMT- IP address: 173.196.252.156
-  Document emailed to Christina Angeles (cangeles@rposd.lacounty.gov) for signature
2023-10-12 - 4:27:02 PM GMT
-  Email viewed by Christina Angeles (cangeles@rposd.lacounty.gov)
2023-10-12 - 8:07:50 PM GMT- IP address: 76.166.198.84
-  Document e-signed by Christina Angeles (cangeles@rposd.lacounty.gov)
Signature Date: 2023-10-12 - 8:08:25 PM GMT - Time Source: server- IP address: 76.166.198.84
-  Agreement completed.
2023-10-12 - 8:08:25 PM GMT

ATTACHMENT 2

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Grant Number: 10146

Project Title: City of Huntington Park Development Project for Robert H. Keller Park

Grant Award Amount: \$1,540,000.00

Project Summary: Replace an existing playground structure, enhance safety lighting throughout the park, improve picnic areas & picnic shelters and include new restrooms. The project would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans, and water fountains will also be replaced.

PARTIES TO AGREEMENT

Grantor

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

Grantee

City of Huntington Park
3401 E. Florence Ave.
Huntington Park, California 90255

RECITALS

The Grantee listed above ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Grant Agreement ("Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

SPECIAL PROVISIONS:

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INTERPRETATION

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

WORK

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

GOOD STANDING POLICY

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

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DEED RESTRICTION

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

COMMUNITY ENGAGEMENT

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

BONDING POLICY

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee's Good Standing.

A. Definitions

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
 - a) Identification of the applicant organization and a sentence or two about its credibility

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to provide park projects; b) a sentence or two explaining the issue, problem or need for the project; c) a brief statement of the expected measurable outcome(s) that the project will produce; d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

B. Conditions

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.
7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

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C. No Joint Venture

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

D. Liability and Indemnification

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

E. Regulatory Requirements

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.
2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA

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documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

- i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
3. *(Public Records Act)* The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
4. *(Public Records Act)* In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
5. *(Internal Revenue Code of 1986, as amended)* In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
6. *(County Lobbyist Ordinance)* The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

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F. Time is of the Essence

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

G. Performance and Development

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

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H. Signage and Branding

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

I. Modification

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

J. Publicity of Project Information

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

K. Disbursements

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.

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- i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.
 - ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.
2. RPOSD may disburse to the Grantee the grant funding as follows:

Acquisition

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

Development

- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.
- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.

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- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.
- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

L. Advancing Funds

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

M. Final Disbursement

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.
3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.
5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

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N. Long Term Obligations

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (See Grant Administration Manual for details.)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.
5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation

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challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

O. Disposal

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
 - i) the amount of grant monies provided under this Contract;
 - ii) the fair market value of the real property determined by an independent appraisal; or
 - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
 - i) the amount of the proceeds; or
 - ii) the fair market value of the real property determined by an independent appraisal.

P. Audit

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.
4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.
7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

Q. Failure to Comply

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016
GRANT AGREEMENT

R. Severability

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

S. Termination

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:
 - i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
 - ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
 - iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
 - iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
 - v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
 - vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;
 - vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
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T. Breach

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
 - a. Withdraw the Grant and terminate this Agreement; and,
 - b. Deny the Grantee eligibility for participation in future grant program opportunities.
2. After payment (partial or full) of Grant:
 - a. Deny the Grantee eligibility for participation in future grant program opportunities;
 - b. Seek specific performance of the Grantee's obligations under this Agreement;
 - c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

U. Counterparts

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

V. Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
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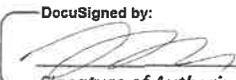
GRANT AGREEMENT

handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016
GRANT AGREEMENT

IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

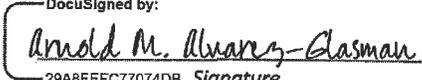
By: 
DocuSigned by:
Signature of Authorized Representative

Name: Ricardo Reyes
Print Name

Title: City Manager

Date: 10/11/2023

CITY ATTORNEY:

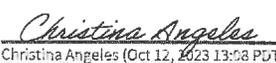
By: 
DocuSigned by:
29A8FEFC77074DB...Signature

Name: Arnold M. Alvarez-Glasman
Print Name

Title: City Attorney

Date: 10/11/2023

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: 
Christina Angeles (Oct 12, 2023 13:08 PDT)
Director / Administrator

Date: Oct 12, 2023

Grant No.: 10146

Robert H. Keller Park Measure A Grant_City Signed-10146

Final Audit Report

2023-10-12

Created:	2023-10-12
By:	Karina Lopez (klopez@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7CrUk3nKzC1xoL_rupXkW_GuCqBjtoPg

"Robert H. Keller Park Measure A Grant_City Signed-10146" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2023-10-11 - 7:33:57 PM GMT- IP address: 173.196.252.156

 Document created by Karina Lopez (klopez@rposd.lacounty.gov)

2023-10-12 - 4:23:27 PM GMT- IP address: 173.196.252.156

 Document emailed to Christina Angeles (cangeles@rposd.lacounty.gov) for signature

2023-10-12 - 4:27:02 PM GMT

 Email viewed by Christina Angeles (cangeles@rposd.lacounty.gov)

2023-10-12 - 8:07:50 PM GMT- IP address: 76.166.198.84

 Document e-signed by Christina Angeles (cangeles@rposd.lacounty.gov)

Signature Date: 2023-10-12 - 8:08:25 PM GMT - Time Source: server- IP address: 76.166.198.84

 Agreement completed.

2023-10-12 - 8:08:25 PM GMT

ITEM 12

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE A HEAVY-DUTY HYDRAULIC LIFT TO REPAIR THE CITY'S LARGE-SCALE VEHICLES AND SHUTTLES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a heavy-duty hydraulic lift to repair the City's large-scale vehicles and bus shuttles from Dr. Hydraulics, Inc. for a not-to-exceed amount of \$189,438.70 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the quote (Attachment 1) and subsequent purchase order.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the City Council meeting of September 5, 2023, the City Council authorized the purchasing of a heavy-duty hydraulic lift. The authorized amount was \$125,000. Unfortunately, Dr. Hydraulics, Inc. (vendor) overlooked one of the main components of the lift and Public Works staff requested a revised quote that would incorporate the necessary components to ensure that the correct lift is installed.

The vendor installed the existing heavy-duty vehicle lift at the Public Works Yard over 20 years ago. This vendor has maintained the lift and maximized its life expectancy. Now, the existing hydraulic lift that is used on a daily basis to repair the bus shuttles and other heavy-duty vehicles is no longer in operation. The new lift is designed to safely and

CONSIDERATION AND APPROVAL TO PURCHASE A HEAVY-DUTY HYDRAULIC LIFT TO REPAIR THE CITY'S LARGE-SCALE VEHICLES AND SHUTTLES

November 7, 2023

Page 2 of 3

efficiently raise every vehicle in the City's fleet. From preventative maintenance to urgent repairs, Dr. Hydraulics, Inc.'s heavy duty vehicle lifts and their service have been an integral part to fleet maintenance's success.

LEGAL REQUIREMENT

Purchasing the hydraulic lift allows the City's mechanics to make reparations on heavy-duty vehicles and the bus shuttles in a more ergonomic position. Accessibility to tight places improves the timing that it takes for the mechanics to get the heavy-duty vehicles and bus shuttles out on the road to provide much needed services to the community.

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

- (i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

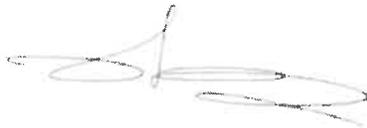
FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of a heavy-duty hydraulic lift to repair the City's large-scale vehicles and bus shuttles from Dr. Hydraulics, Inc. for the amount of \$189,438.70 payable from Account No. 741-8060-431.74-10. This item was adopted as part of the Fiscal Year 2023-24 budget. Staff recommends authorizing the City Manager to execute the quote and all applicable fiscal forms.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO PURCHASE A HEAVY-DUTY HYDRAULIC
LIFT TO REPAIR THE CITY'S LARGE-SCALE VEHICLES AND SHUTTLES**

November 7, 2023

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CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Dr. Hydraulics, Inc. - Quote

ATTACHMENT "A"

DR. Hydraulics, Inc.

"Service, Installation and Sales of Automotive Shop Equipment"

Air Compressors – Hydraulic Equipment – Automotive Lifts

1147 E. 25th Street. Signal Hill, CA. 90755

Ph:562-912-7373 email: service@drhydraulicsinc.com www.drhydraulics.com License #1088675

October 25, 2023

City of Huntington Park
6900 Bissell Street
Huntington Park, Ca. 90255

Ph.323-584-6274

Email: r.ramirez@hpca.gov

Attn: Mr. Ricardo Ramirez
Attn: Mr. Jose Luis

Email: jiriarte@hpca.gov

DR. Hydraulics, Inc. is pleased to provide our proposal for new inground hoist. This is the replacement for the abandon hoist Bay #4.

NEW TURN KEY PKS HEAVY DUTY RETROFIT 50K IN-GROUND LIFT SCOPE OF WORK

SCOPE OF WORK:

PART I

- CITY OF HUNTINGTON PARK TO PROVIDE EXISTING BUILDING "AS BUILTS" AND FACILITY LAYOUT
- PROVIDE SITE DRAWINGS AND LAYOUT FOR PLAN REVIEW
- PROVIDE "WET STAMPED" ENGINEERING TO CITY
- PULL AND OBTAIN BUILDING PERMITS
- OVERSEE INSPECTIONS BY CITY INSPECTORS
- PROVIDE DEPUTY INSPECTIONS AS REQUIRED
- CONTACT DIG ALERT AND MARK AREA FOR EXCAVATION PER STATE REQUIREMENTS

PART II

- INSTALL SAFETY CONES AND CAUTION TAPE AROUND CONSTRUCTION AREA AS NECESSARY
- REMOVE EXISTING LIFT COMPONENTS, LOAD, HAUL AWAY, AND RECYCLE PER LOCAL, STATE AND EPA GUIDELINES
- SAWCUT CONCRETE FLOOR FOR EXISTING LIFT REMOVAL PER ENGINEERED PLANS
- BREAK OUT TOP LAYER OF OLD/EXISTING LIFT FRONT TRAVELING PIT PER ENGINEERING
- BREAK OUT AND REMOVE COMPLETE OLD/EXISTING REAR FOUNDATION PER ENGINEERING

DR. Hydraulics, Inc.

"Service, Installation and Sales of Automotive Shop Equipment"

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- DUMP BROKEN CONCRETE AT LOCAL AREA FACILITIES
- DUMP EXCESS CLEAN DIRT AT LOCAL AREA FACILITIES
- EXCAVATE TRENCHES FOR PVC CHASES TO NEW POWER UNIT CONSOLE PER ENGINEERED PLANS AND CUSTOMERS REQUEST

PART III

SUPPLY, DELIVER, AND INSTALL:

- (1) NEW AND UNUSED 50,000 LB CAPACITY MODEL MCZC210HP RETROFIT INGROUND ENVIRONMENTALLY FRIENDLY
- 2- POST HI-PRESSURE HEAVY DUTY TRUCK LIFT WITH THE FOLLOWING FEATURES:
 - 7/8" STEEL FORKLIFT MAST CHANNEL RETROFIT FRAME FITTED TO EXISTING FRONT CONCRETE VAULT
 - LOW OIL HIGH EFFICIENT POWER UNITS WITH ALL ABOVEGROUND COMPONENTS
 - 1/4" DIAMOND PLATE SLIDING TRENCH COVER PLATES
 - DOUBLE CONTAINMENT ON HI-PRESSURE HYDRAULIC CYLINDERS WITHIN CONCRETE VAULT
 - DOUBLE CONTAINMENT ON HYDRAULIC COMPONENTS
 - SCHEDULE 80 POLISH CHROME PLATED PLUNGERS
 - ABOVE GROUND POWER UNIT CONTROL CONSOLE WITH ALL COMPONENTS EASILY ACCESSIBLE WITHOUT BREAKING CONCRETE OR GETTING INTO PIT
 - AIR CONTROLLED MOVABLE FRONT CYLINDER
 - RECESSED REAR SADDLE WITH HEAVY DUTY DIAMOND PLATE HINGED DOORS
 - EASILY ACCESSIBLE AND USER FRIENDLY PENDANT CONTROL INCLUDED
 - SAFETY LOCKS THAT START AT 18" OFF THE FLOOR AND ENGAGE EVERY 3"
 - MANUFACTURER AND EQUIPMENT: ISO9001 CERTIFIED, ALI CERTIFIED, ANSI CERTIFIED AND ETL CERTIFIED

PART IV

- PROVIDE (1) ELECTRICAL CONDUIT AND WIRE RUN FROM EXISTING INGROUND DISCONNECT TO NEW LIFT POWER UNIT
- PROVIDE (1) AIRLINE FROM EXISTING WALL SOURCE WITH NECESSARY BALL VALVES, FILTER/SEPARATOR/OILER ASSEMBLY AND AIR CONNECTIONS TO LIFT POWER UNIT

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PART V

- PROVIDE TESTING AS NECESSARY TO ADJUST
- PROVIDE CITY OF HUNTINGTON PARK WITH INSTALLATION, OPERATION AND SERVICE MANUAL PER PKS LIFTS
- PROVIDE CAL OSHA/ALI REQUIRED NEW LIFT OPERATOR TRAINING FOR UP TO (10) CITY OF HUNTINGTON PARK SERVICE TECHNICIANS
- COURSE TO INCLUDE:
 - CLASSROOM INSTRUCTION WITH A NEW LIFT PRESENTATION
 - ALI LIFT OPERATOR SAFETY TRAINING VIDEO WITH COINCIDING SAFETY TRAINING QUIZ
 - QUIZ REVIEW AND QUESTION/ANSWER PERIOD
 - FIELD INSTRUCTION AND HANDS-ON DEMONSTRATION WITH CITY OF SANTA MONICA FLEET VEHICLES
 - UPON COMPLETION OF COURSE, PARTICIPANTS WILL RECEIVE A CERTIFICATE OF COMPLETION
- PROVIDE CAL OSHA/ALI CERTIFIED LIFT OPERATOR AND MAINTENANCE LOGBOOK

PKS STANDARD WARRANTY

- LIFT SHALL BE WARRANTED TO BE MANUFACTURED FROM SOUND MATERIALS IN A WORKMAN LIKE MANNER AND GUARANTEED AGAINST FAILURE DUE TO DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF:
 - 25 YEARS ON STRUCTURAL COMPONENTS
 - 20 YEARS ON GALVANIZED STRUCTURAL COMPONENTS
 - EXTENDED LIFETIME ON SEALED CARRIAGE ROLLER BEARINGS
 - EXTENDED LIFETIME ON HYDRAULIC CYLINDERS
 - 7 YEARS ON LIMITED CORROSION
 - 2 YEARS ON PARTS
 - 2 YEARS ON LABOR

***NOTE: NEW CONCRETE REQUIRES 28 DAYS CURING TIME PRIOR TO INSTALLATION OF NEW 2-POST LIFT. CONCRETE TO BE INSTALLED IS SEISMICALLY ENGINEERED TO SUPPORT THE INFRASTRUCTURE OF THE NEW LIFT AND IS TO BE CONDUCTED BY A LICENSED "A" GENERAL ENGINEERING CONTRACTOR WITH A SPECIALTY "D-21" MACHINERY AND PUMPS LICENSE TO ADMINISTER INSTALLATION OF NEW LIFT ON THE ABOVE STATED FOUNDATION ACCORDINGLY. ***

DR. Hydraulics, Inc.

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***ALL SOILS REMEDIATION WILL BE HANDLED ON A CASE-BY-CASE BASIS AND BILLED AS AN EXTRA. ALL OILY/HAZARDOUS SOILS WILL BE DISPOSED OF PER ALL LOCAL, STATE AND EPA GUIDELINES. ALL REMEDIATION WILL BE HANDLED DIRECTLY BY INSTALLING CONTRACTOR WITH HAZARDOUS MATERIALS CERTIFICATION. ***

New PKS Heavy Duty 50k In-ground Lift \$189,438.70

HEAVY DUTY IN -GROUND LIFT REPLACEMENT PROJECT TERMS, CONDITIONS AND EXCLUSIONS:

3. Permits, city license, city fees, city inspections and/or deputy inspections are not included. If city permits/fees/inspections are required to complete the above work, than the direct cost of these items with a 15% mark up along with the time required to obtain them at our current billing rate will be billed as an extra.
5. Painting or repairs to concrete floor coverings if damaged during the project is not included.
9. Pit pumping to remove oil, water and/or any other fluids to be performed by others prior to job start. All oil storage tanks to be pumped out by others and be 95% empty at time of removal.
11. Price quoted is based on normal soil conditions; unusual underground obstruction or soil conditions, such as sand, rock, unstable soil and/or excessive water (requiring dewatering and/or shoring) will incur extra charges.
12. All pistons involving contaminated dirt and/or ballast requiring removal and/or special dumping fees will incur extra charges.
14. No retention will be allowed
16. Underground Obstruction Clause: DR. Hydraulics, Inc. assumes no responsibility for underground obstruction(s) such as but no limited to: sewer lines, water lines, electrical lines, which may be broken under excavation unless we are provided with accurate drawing of said obstruction(s) before job is started. In the event of said obstruction being damaged during excavation; repairs, work stoppage, re-routes and/or alterations (of any kind) will be billed as extra(s). Contacting "Dig Alert" prior to job start and overseeing all utility companies are the responsibility of the owner/general contractor. Owner/general contractor agrees to perform these duties in a timely manner and according to state law.
17. Excessive Materials and/or footings Clause: if the existing equipment is imbedded in solid concrete, and/or slurry sand, additional labor and material charges will be added. Saw cutting, removal, and demolition of concrete slabs beyond 5" is not included. Any unknown sub-surface slabs requiring demolition and removal will be billed as an extra. Any lift foundations / reaction pads or footings beyond 2 foot x 2 foot x 8 inches thick will be considered an extra. In addition, any rebar in footings will also be considered an extra.

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18. Limited Access: Designated bay receiving new equipment and/or repairs must be cleaned and clear at the time of job start. Adjacent bays on each side of the construction area must be also clear of any automobiles for construction work to begin. Any delays and/or cleaning of areas will be billed as a extra. Any damage to vehicles and/or equipment not removed from construction area will be the responsibility of the owner/purchaser.

20. Environmental Services: Clean up, removal, documentation, testing, transportation, handling of any contaminated soil and/or fluids other than liquid hydraulic hoist oil inside lift (other than those services provided in the above scope of work except as otherwise noted in proposal) is not included.

22. Additional backfill and concrete work beyond what was created by the demolition and excavation work performed by DR. Hydraulics, Inc. will be billed as an extra. Any shoring required for the project will be billed as an extra.

23. Guaranteed/Certified compaction report is not included.

28. Vehicle Lift Locations: Vehicle lift locations, specifications and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be services by vehicle lifts shall be the responsibility of the purchaser or owner.

30. All scrap/salvage rights at time of job walk to remain with DR. Hydraulics, Inc., unless otherwise noted.

32. CAL-OSHA requires operator training to fully comply with safety standards. DR. Hydraulics, Inc. assumes no liability for the use, operation, management, or control of the above ground lifts inspected. DR. Hydraulics, Inc. can provide operator training at a additional charge.

39. Employee and/or user training. User manuals, safety manuals and vehicle lifting points manual are either contained in the shipping documents or available for a nominal charge. It is the responsibility of the owner/purchaser/employees and operators of this equipment to obtain, read, document, understand and apply all related information contained in these documents prior to using the above listed equipment.

44. Concrete Sealing/Coloring: No concrete sealing and/or concrete color is part of this proposal. If requested and/or required, the associated charges will become extra's.

47. Onsite Facilities: Customer is to provide free access, an unobstructed work area and adequate rest room facilities for the installation crew. Customer is to provide adequate power for the use of power tools, equipment charging, and pipe machines to within 50' of the work area. It is imperative DR. Hydraulics, Inc. have access to electrical and lighting, for our equipment. If it becomes necessary for DR. Hydraulics, Inc. to rent generators and/or lighting, it will be billed as an itemized extra. Customer is to provide a lay down area within 50' of the project construction area for equipment and materials storage.

54. Theft and/or property loss: The property owner and purchaser is responsible for security at all construction location(s). Any material and/or equipment delivered to the jobsite become the property of the purchaser and/or owner. Any replacement of stolen property

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(including but not limited to: equipment, parts, vehicles, construction equipment, tools, etc.) will be made by the purchaser's and/or real property owners expense.

55. Any work stoppages due to non-payment of progress payments will be billed as an extra. Construction crews and equipment are billed at a minimum of \$1200.00 per day, maintenance crews are billed at a minimum of \$600.00 per day.

56. All requests for change orders are to be made by the customer in writing with a minimum of (3) working days provided to the scheduled work to be performed. The contract price shall be adjusted according to the changes specified. In addition, all claims by DR. Hydraulics, Inc. for any extra work will be made in writing before the execution of the work. All change order requests not received within these parameters will be invalid.

58. Periodic Maintenance and Inspection: Owner agrees to follow the guidelines set forth by ALI/OSHA/EQUIPMENT MANUFACTURER requiring periodic maintenance and inspections by a qualified independent firm. All terms, conditions, and warranties are void if P/M Safety Inspections are not completed by an DR. Hydraulics, Inc. ALI Certified Inspector on a minimum annual basis. Owner, employees and their affiliates agrees to indemnify and hold harmless DR. Hydraulics, Inc. for any future event if these standards are not adhered to. In addition, If annual P/M Inspections are not completed or/if another contractor performs these duties, owner and employees agree to additionally insure DR. Hydraulics, Inc. with a waiver of subrogation endorsement in the event that future claims would arise.

67. Temporary fencing. Any fencing required by the State and/or local authorities will be billed as an extra.

74. DR. Hydraulics, Inc warranty to the original owner-user for (1) year from the date of invoice against defects in workmanship or materials when the equipment is installed and used in accordance with manufacturers specifications. DR. Hydraulics, Inc obligation under this warranty is limited to repairing or replacing any part or parts, which upon inspection prove to be defective and have not been misused. This warranty does not cover normal maintenance, or adjustments, damage or malfunction caused by improper handling, abuse, misuse, negligence, carelessness of operation, or lack of normal maintenance. The remedies described are exclusive and in no event shall DR. Hydraulics Inc. be liable for special, consequential or incidental damages for the break of or delay in performance of this warranty.

78. Lay Down Area: Customer to provide secure laydown area for parts, materials, equipment, etc for project. A minimum of (2) parking spaces on each side of the laydown area to be clear at all times. Any vehicle and/or property damage that occurs during the project in this restricted zone is the responsibility of the property owner and/or facility management.

82. Steel Embeds: Frames and lift components embedded in concrete to be left intact.

83. All repairs and/or installations in this proposal are based on utilizing experienced Non-Union personnel during normal working hours (8:00am to 4:00pm Monday through Friday). Any written request to perform the duties in the above scope of work including but not limited to: work after hours, use of overtime, work during weekends and/or holidays will be billed as an

DR. Hydraulics, Inc.

"Service, Installation and Sales of Automotive Shop Equipment"

Air Compressors – Hydraulic Equipment – Automotive Lifts

1147 E. 25th Street. Signal Hill, CA. 90755

Ph:562-912-7373 email: service@drhydraulicsinc.com www.drhydraulics.com License #1088675

extra.

93. Clean up is to include removal of all shipping dunnage into customer/building contractor provided receptacles and a one-time broom sweep of the work area.

100. Once work has commenced per schedule, it is imperative DR. Hydraulics, Inc is able to work continuously unless other arrangements have been made in writing. In the event work stoppages occur through no fault of DR. Hydraulics, Inc, all extra travel and/or labor incurred will be billed as an itemized extra. Unscheduled return trips to complete the project due to any of the above listed exclusions and/or circumstances beyond our control will be billed as an extra.

104. NOTES: ALTHOUGH CONCRETE CAN BE DRY AND HARD TO THE TOUCH AFTER ONE DAY OF CURING, CONCRETE REQUIRES 28 DAYS TO REACH FULL STRENGTH. THUS, EQUIPMENT INSTALLATION AND/OR USE CANNOT COMMENCE UNTIL THIS TIME HAS ELAPSED

105. Do to insurance regulations, no customers, homeowners, contractors, students, relatives, etc are all allowed in the

work/construction area at any time during the equipment installation and/or service of the equipment. Customer agrees to Indemnify and hold harmless DR. Hydraulics, Inc. and their employees should any incident occur in which unauthorized person(s) enter the work area without authorization and are injured or incur great bodily harm while in the restricted zone. Furthermore, if any DR. Hydraulics, Inc. employee is injured due to the breach of this agreement, then the responsible parties herein agree to cover all associated medical costs, damages to equipment, and all other related costs through their homeowner policy and/or commercial policy.

106. All new equipment warranties shall be administered and authorized by the equipment manufacturer per published warranty. Purchaser and/or owner agrees that DR. Hydraulics, Inc makes no warranties on new equipment. Customer assumes all responsibility for equipment purchased directly from the factory. All unscheduled return trips to complete the project do to, but no limited to, missing parts, incorrect parts, damaged parts and/or equipment, etc will be billed as an extra. Additionally, purchaser and/or owner agrees not to withhold any payment(s) due as part of this contract in the event any type of equipment warranty issue (new, used, rebuilt, etc) regardless of cause and/or resolution of.

111. Insurance Coverage's: will provide insurance certificates with standard policy coverage's (one million liability, one million auto) and state limits for workers comp. Any additional requirements over and above the standard policy coverage's, i.e. additionally insured and/or additional limits and waivers of subrogation, will be billed as an extra.

Sales Tax

Thank you for choosing DR. Hydraulics, Inc. Please contact our office to schedule your repairs.
David Shuff

DR. Hydraulics, Inc.

"Service, Installation and Sales of Automotive Shop Equipment"

Air Compressors – Hydraulic Equipment – Automotive Lifts

1147 E. 25th Street. Signal Hill, CA. 90755

Ph: 562-912-7373 email: service@drhydraulicsinc.com www.drhydraulics.com License #1088675

Authorized Signature: _____ Date: _____ PO# _____

ITEM 13



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF THIRD AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Third Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie + Payne, LLP; and
2. Approve expenditure of \$326,750 in account number 111-3010-415-32-40 from General Fund unappropriated fund balance; and
3. Authorize the City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to have its financial records, including its expenditure of Federal Grants, audited on an annual basis. The City awarded a Financial Auditing Services Professional Agreement to Eadie + Payne, LLP on October 1, 2019, for the Fiscal Years 2019, 2020 and 2021 with an option for two (2) additional Fiscal Years, namely Fiscal Year 2022 and Fiscal Year 2023.

Eadie + Payne, LLP has completed the Fiscal Year 2019 and 2020 audits; with the Fiscal Year 2021 to be completed in November 2023. The audit team has made excellent progress in completing the audits and has a great understanding of the timelines the City needs to meet, external reporting requirements and is willing to continue to assist the City in meeting its goals in having audited financial statements by May 2024.

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDITING SERVICES

November 7, 2023

Page 2 of 3

Current management is committed to providing accurate and transparent financial reporting to the City and all other entities that require or desire to review the audited financial statements. Additionally, the current management team is eager to implement improved internal controls in the areas of recording, reporting and safeguarding of the City's assets for the continued benefit of the City's residents and businesses.

Extending the professional agreement for an additional two (2) fiscal years will allow for continuity of the established working relationship and deliver audited financial statements in a timely manner.

FISCAL IMPACT/FINANCING

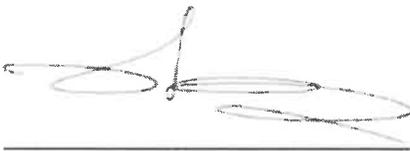
The financial impact is negligible in regard to the ability of the City to obtain financing at lower interest rates and grants for other CIP related projects, which require audited financial statements.

The contract extension has a total financial impact of \$326,750 for both fiscal years. Fiscal Year 2022 is \$159,650 and Fiscal Year 2023 is \$167,100. An additional appropriation is not needed as the audit fees have been already budgeted to account number 111-3010-415.32-40.

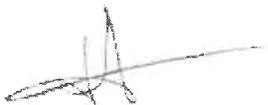
CONCLUSION

Upon Council approval, the City Manager will execute the Third Amendment to the Professional Services Agreement for the two (2) additional years.

Respectfully submitted,



RICARDO REYES
City Manager



JEFF JONES
Director of Finance

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES
AGREEMENT FOR FINANCIAL AUDITING SERVICES

November 7, 2023

Page 3 of 3

ATTACHMENT(S)

- A. Original Professional Services Agreement- Eadie+ Payne, LLP
- B. First Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie+ Payne, LLC
- C. Second Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie+ Payne
- D. Third Amendment to the Financial Auditing Services Professional Services Agreement between between the City of Huntington Park and Eadie+Payne,LLC
- E. Proposal from Eadie+Payne for audit services for the years ended June 30, 2022 and 2023

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT (Engagement: Financial Auditing Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October 2019 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Eadie + Payne, LLP (hereinafter, "INDEPENDENT AUDITOR"). For the purposes of this Agreement CITY and INDEPENDENT AUDITOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or INDEPENDENT AUDITOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). INDEPENDENT AUDITOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement will become effective on the date written above, and will continue for the period of three (3) years beginning with audit of City's fiscal year ending June 30, 2019, with options for two (2) additional years at the City's discretion. 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.

1.3 COMPENSATION:

A. INDEPENDENT AUDITOR shall perform the various services and tasks set forth in the Scope of Services for the fiscal years ending June 30, 2019, 2020 and 2021 at a not-to-exceed sum of Seventy-Five Thousand Dollars (\$75,000.00) per year inclusive of expenses.

B. Section 1.3(A) notwithstanding, INDEPENDENT AUDITOR's total compensation during the Term of this Agreement or any extension term shall not exceed the

budgeted aggregate sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance & Administrative Services. In the event INDEPENDENT AUDITOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend INDEPENDENT AUDITOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, INDEPENDENT AUDITOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of INDEPENDENT AUDITOR's monthly compensation is a function of hours worked by INDEPENDENT AUDITOR'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.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the completion of final reports, as listed in **Exhibit "A"**.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify INDEPENDENT AUDITOR in writing of any disputed amounts included in the invoice. Within thirty (30) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to INDEPENDENT AUDITOR.

1.5 ACCOUNTING RECORDS: INDEPENDENT AUDITOR 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.

1.6 ABANDONMENT BY INDEPENDENT AUDITOR: In the event INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Finance & Administrative Services (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. INDEPENDENT AUDITOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 INDEPENDENT AUDITOR REPRESENTATIVE: INDEPENDENT AUDITOR hereby designates Donald N. Ecker, Client Services Executive, to act as its representative for the performance of this Agreement (hereinafter, "INDEPENDENT AUDITOR Representative"). INDEPENDENT AUDITOR Representative shall have full authority to represent and act on behalf of the INDEPENDENT AUDITOR for all purposes under this Agreement. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR Representative shall constitute notice to INDEPENDENT AUDITOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: INDEPENDENT AUDITOR 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.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: INDEPENDENT AUDITOR represents, acknowledges and agrees to the following:
- A. INDEPENDENT AUDITOR shall perform all Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession;
 - B. INDEPENDENT AUDITOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of INDEPENDENT AUDITOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by INDEPENDENT AUDITOR; and
- F. All of INDEPENDENT AUDITOR's employees and agents (including but not limited to subcontractors 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 INDEPENDENT AUDITOR shall perform, at INDEPENDENT AUDITOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by INDEPENDENT AUDITOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of INDEPENDENT AUDITOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by INDEPENDENT AUDITOR to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by INDEPENDENT AUDITOR or on INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR, including but not limited to the representation that INDEPENDENT AUDITOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR or on behalf of INDEPENDENT AUDITOR in the performance of this Agreement. In recognition of this interest, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONTRACTOR: The Work shall be performed by INDEPENDENT AUDITOR or under INDEPENDENT AUDITOR's strict supervision. INDEPENDENT AUDITOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains INDEPENDENT AUDITOR on an independent contractor basis and not as an employee. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR are not employees of CITY and shall at all times be under INDEPENDENT AUDITOR's exclusive direction and control. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to INDEPENDENT AUDITOR, a threat to persons or property, or if any of INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by INDEPENDENT AUDITOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, INDEPENDENT AUDITOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. INDEPENDENT AUDITOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, INDEPENDENT AUDITOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. INDEPENDENT AUDITOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: INDEPENDENT AUDITOR 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 One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: INDEPENDENT AUDITOR 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 and which shall indemnify, insure and provide legal defense for both INDEPENDENT AUDITOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by INDEPENDENT AUDITOR in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, INDEPENDENT AUDITOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to INDEPENDENT AUDITOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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

3.4 PRIMACY OF INDEPENDENT AUDITOR'S INSURANCE: All policies of insurance provided by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit INDEPENDENT AUDITOR or INDEPENDENT AUDITOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. INDEPENDENT AUDITOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **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, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to INDEPENDENT AUDITOR's commencement of any work or any of the Work and annually thereafter. Upon CITY's written request, INDEPENDENT AUDITOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the INDEPENDENT AUDITOR or any other person for, and the INDEPENDENT AUDITOR shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the INDEPENDENT AUDITOR's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the INDEPENDENT AUDITOR, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- A. INDEPENDENT AUDITOR shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- B. INDEPENDENT AUDITOR shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- C. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the INDEPENDENT AUDITOR's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, INDEPENDENT AUDITOR shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

4.2 CITY shall have the right to offset against the amount of any compensation due INDEPENDENT AUDITOR under this Agreement any amount due CITY from

INDEPENDENT AUDITOR as a result of INDEPENDENT AUDITOR's failure to pay CITY promptly any indemnification arising under this Article and related to INDEPENDENT AUDITOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.3 The obligations of INDEPENDENT AUDITOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. INDEPENDENT AUDITOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.4 CITY does not, and shall not, waive any rights that it may possess against INDEPENDENT AUDITOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.5 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving INDEPENDENT AUDITOR a minimum of thirty (30) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been performed by INDEPENDENT AUDITOR up to the effective date of the termination. INDEPENDENT AUDITOR may not terminate this Agreement except for cause as provided under Section 5.2, below. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of

the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within thirty (30) business days of CITY's issuance of a Default Notice for any failure of INDEPENDENT AUDITOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which INDEPENDENT AUDITOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 30-day cure period, INDEPENDENT AUDITOR may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds fifteen (15) calendar days from the end of the initial 30-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, INDEPENDENT AUDITOR may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds fifteen (15) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR shall include, but shall not be limited to the following: (i) INDEPENDENT AUDITOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) INDEPENDENT AUDITOR'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) INDEPENDENT

AUDITOR's and/or its employees' disregard or violation of 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 INDEPENDENT AUDITOR, whether voluntary or involuntary; (v) INDEPENDENT AUDITOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by INDEPENDENT AUDITOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by INDEPENDENT AUDITOR within forty-five (45) calendar days of INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of INDEPENDENT AUDITOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend INDEPENDENT AUDITOR's performance under this Agreement pending INDEPENDENT AUDITOR's cure of any Event of Default by giving INDEPENDENT AUDITOR written notice of CITY's intent to suspend INDEPENDENT AUDITOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been rendered by INDEPENDENT AUDITOR to the reasonable satisfaction of CITY 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 written notice to INDEPENDENT AUDITOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to INDEPENDENT AUDITOR, 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 INDEPENDENT AUDITOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

INDEPENDENT AUDITOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by INDEPENDENT AUDITOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR shall not use CITY's name or insignia, photographs, or

any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

6.3 **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:

INDEPENDENT AUDITOR:

Eadie + Payne, LLP
3880 Lemon St., Ste. 300
Riverside, CA 92501
Attn: Donald N. Ecker
Phone: (951) 241-7800

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4393
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6200

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

6.4 **COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.5 **SUBCONTRACTING:** INDEPENDENT AUDITOR 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, including provisions relating to insurance requirements and indemnification.

6.6 **CITY'S RIGHT TO EMPLOY OTHER INDEPENDENT AUDITORS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by INDEPENDENT AUDITOR.

- 6.7 PROHIBITED INTERESTS: INDEPENDENT AUDITOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for INDEPENDENT AUDITOR, to solicit or secure this Agreement. Further, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 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, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.10 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both

Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

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

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

6.18 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 INDEPENDENT AUDITOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.19 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 counterpart 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 INDEPENDENT AUDITOR and the remaining two original counterparts shall be retained by CITY.

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:

Eadie + Payne, LLP:

By: _____
Ricardo Reyes, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"



**FIRST AMENDMENT TO FINANCIAL AUDITING SERVICES PROFESSIONAL
SERVICES AGREEMENT**

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of May 19, 2020 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Eadie + Payne, LLP. (hereinafter, "Independent Auditor"). For the purposes of this Agreement, City and Independent Auditor may be referred to collectively by the term "Parties." The term "Party" may refer to City or Independent Auditor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Independent Auditor was retained to provide financial auditing services for the City; and

WHEREAS, on October 1, 2019, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Financial Auditing Services) (hereinafter, the "Master Agreement").

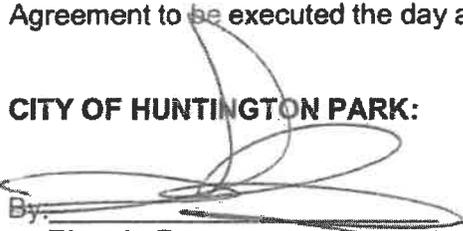
NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Compensation.** Consultant shall perform additional tests of transactions and in-depth internal control reviews in addition to the original Scope of Services in the Master Agreement at an additional not-to-exceed sum of Sixty Thousand Dollars (\$60,000.00).

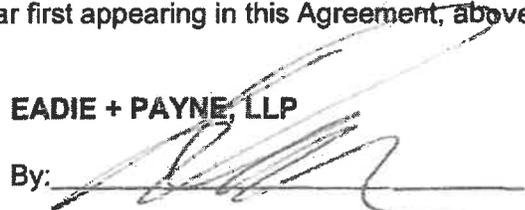
2. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

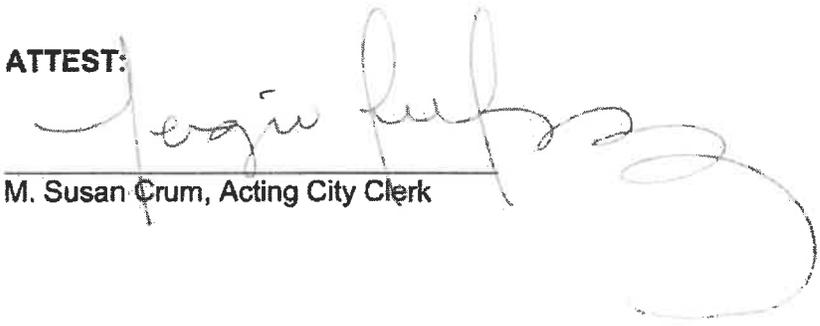
CITY OF HUNTINGTON PARK:

By: 
Ricardo Reyes
City Manager

EADIE + PAYNE, LLP

By: 
Name: Donald N. Ecker
Title: Chairman

ATTEST:

For 
M. Susan Crum, Acting City Clerk

ATTACHMENT "C"



**SECOND AMENDMENT TO FINANCIAL AUDITING SERVICES PROFESSIONAL
SERVICES AGREEMENT**

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of May 24, 2022 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Eadie + Payne, LLP. (hereinafter, "Independent Auditor"). For the purposes of this Agreement, City and Independent Auditor may be referred to collectively by the term "Parties." The term "Party" may refer to City or Independent Auditor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Independent Auditor was retained to provide financial auditing services for the City;

WHEREAS, on October 1, 2019, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Financial Auditing Services) (hereinafter, the "Master Agreement"); and

WHEREAS, on May 19, 2020, the Parties executed a First Amendment for the Fiscal Year Ending June 30, 2019 audit services.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Compensation.** Consultant shall perform additional tests of transactions and in-depth internal control reviews in addition to the original Scope of Services in the Master Agreement for the Fiscal Years Ending June 30, 2020 and June 30, 2021 at an additional not-to-exceed sum of Two Hundred Ten Thousand Dollars (\$210,000.00).

2. Except as otherwise set forth in this Second Amendment, the terms of the Master Agreement shall control. This Second Amendment Agreement with the Professional Services Agreement and the First Amendment Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in these documents.

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

CITY OF HUNTINGTON PARK:

EADIE + PAYNE, LLP

By: _____
Ricardo Reyes
City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT "C"



**SECOND AMENDMENT TO FINANCIAL AUDITING SERVICES PROFESSIONAL
SERVICES AGREEMENT**

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of May 24, 2022 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Eadie + Payne, LLP. (hereinafter, "Independent Auditor"). For the purposes of this Agreement, City and Independent Auditor may be referred to collectively by the term "Parties." The term "Party" may refer to City or Independent Auditor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Independent Auditor was retained to provide financial auditing services for the City;

WHEREAS, on October 1, 2019, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Financial Auditing Services) (hereinafter, the "Master Agreement"); and

WHEREAS, on May 19, 2020, the Parties executed a First Amendment for the Fiscal Year Ending June 30, 2019 audit services.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Compensation.** Consultant shall perform additional tests of transactions and in-depth internal control reviews in addition to the original Scope of Services in the Master Agreement for the Fiscal Years Ending June 30, 2020 and June 30, 2021 at an additional not-to-exceed sum of Two Hundred Ten Thousand Dollars (\$210,000.00).

2. Except as otherwise set forth in this Second Amendment, the terms of the Master Agreement shall control. This Second Amendment Agreement with the Professional Services Agreement and the First Amendment Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in these documents.

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

CITY OF HUNTINGTON PARK:

EADIE + PAYNE, LLP

By: _____
Ricardo Reyes
City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT "D"



THIRD AMENDMENT TO FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT AGREEMENT ("Agreement") is made as of November 7, 2023, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Eadie + Payne, LLP. (hereinafter, "Independent Auditor"). For the purposes of this Agreement, City and Independent Auditor may be referred to collectively by the term "Parties." The term "Party" may refer to City or Independent Auditor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Independent Auditor was retained to provide financial auditing services for the City;

WHEREAS, on October 1, 2019, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Financial Auditing Services) (hereinafter, the "Master Agreement"); and

WHEREAS, on May 19, 2020, the Parties executed a First Amendment for the Fiscal Year Ending June 30, 2018 audit services; and

WHEREAS, on May 24, 2022, the Parties executed a Second Amendment for the Fiscal Year Ending June 30, 2019

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Compensation. Consultant shall perform additional tests of transactions and in-depth internal control reviews in addition to the original Scope of Services in the Master Agreement for the Fiscal Years Ending June 30, 2022 and June 30, 2023 at an additional not-to-exceed sum of Three Hundred Twenty Six Thousand Seven Hundred Fifty Dollars (\$326,750.00).

2. Except as otherwise set forth in this Third Amendment, the terms of the Master Agreement shall control. This Third Amendment Agreement with the Professional Services Agreement and Second Amendment as well as the First Amendment Agreement

shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in these documents.

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

CITY OF HUNTINGTON PARK:

EADIE+ PAYNE, LLP

By: _____

Ricardo Reyes
City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT "E"



 3880 Lemon St., Ste. 300
Riverside, CA 92501

 P.O. Box 1529
Riverside, CA 92502-1529

 951-241-7800

 www.eadiepaynellp.com

October 3, 2023

Jeff Jones
Finance Director
City of Huntington Park
Huntington Park, CA

Dear Mr. Jones,

On behalf of EadiePayne, we are pleased to submit our proposal to provide financial and single audit services to the City of Huntington Park for the years ended June 30, 2022 and 2023.

We have worked together on many challenges that have transpired over the last three years in rebuilding the City's trust. This was most recently confirmed and highlighted in the City's issuance of the FY2020 audited financial statements and Single Audit report which contained an unmodified audit opinion.

The progress in the last year in particular is significant. The City now has a finance department that is staffed by qualified individuals and they are working towards issuing audited financial statements and Single Audit reports on a timely basis going forward. However, major challenges remain with the Corrective Action Plan. We feel our firm can offer continuity in this progress and also a fresh perspective as we move forward, together, in the coming years.

We propose the following audit fees:

<u>FY 2022</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Partners	90	\$ 295	\$ 26,550
Manager	200	220	44,000
Supervisory Staff	300	155	46,500
Staff Accountants	300	120	36,000
Clerical Staff	20	80	1,600
Subtotal	910		154,650
Out of pocket expenses			5,000
Total All-Inclusive Price			\$ 159,650

FY 2023	Hours	Hourly Rate	Amount
Partners	90	\$ 310	\$ 27,900
Manager	200	230	46,000
Supervisory Staff	300	160	48,000
Staff Accountants	300	125	37,500
Clerical Staff	20	85	1,700
Subtotal	910		161,100
Out of pocket expenses			6,000
Total All-Inclusive Price			\$ 167,100

The preparation of the City's basic financial statements is included in the above fees. Assistance related to the calculation of changes in pension and OPEB liabilities, deferred outflows and inflows of resources and expenses per GASB 68 and 75 have been provided in the past years. This non-attest service is not factored into the above fee.

If assistance is requested for GASB 87 and 96 implementation, the related fees will be based on the number of leases and SBITA to be evaluated. GASB 87 is effective for FY 2022; GASB 96 is effective for FY 2023.

We are enthusiastic about the opportunity to continue to service the City and we look forward to two more years of assisting you in your audits.

Very Truly Yours,



Eden C. Casareno
Engagement Partner

ITEM 14



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ENTER SOFTWARE SUBSCRIPTION SERVICE RELATED TO ACCOUNTING STANDARDS GASB 87 AND GASB 96 TO COMPLETE FISCAL YEAR 2022 AND FISCAL YEAR 2023 AUDITS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Proposal for a 3-year Software as a Service from DebtBook that allows for GASB 87 and GASB 96 reporting; and
2. Authorize City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to have its financial records, as well as its expenditures of Federal Grants, audited on an annual basis. Starting with the Fiscal Year 2022 audited financial statements, the GASB standards increased the reporting requirements to include more detailed information regarding lease contracts – GASB 87, with Fiscal Year 2023 audited financial statement requiring additional detailed reporting of SaaS agreements related GASB 96.

GASB 87 is the new lease accounting standard for governmental entities that became effective June 15, 2021; the June 30, 2022 audit period will be the first audit time frame. GASB 87 will require governmental entities to:

- Consolidate their lease agreements (lessee and lessor – copiers, vehicles, real estate, water tower, cell leases, etc.)
- Test to determine whether they're subject to the reporting requirements
- Calculate schedules
- Update their audit with this new information

GASB 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users.

CONSIDERATION AND APPROVAL TO ENTER SOFTWARE SUBSCRIPTION SERVICE RELATED TO ACCOUNTING STANDARDS GASB 87 AND GASB 96 TO COMPLETE FISCAL YEAR 2022 AND FISCAL YEAR 2023 AUDITS

November 7, 2023

Page 2 of 3

GASB96 became effective for reporting periods beginning after June 15, 2022; the June 30, 2023 audit period becomes the first audit time frame for this standard. The City uses multiple IT subscription services, e.g. ERP Systems, Office 365, etc. These subscription payments are typically expensed with little visibility into the obligations or liabilities section of the financial statements. GASB 96 helps to increase the transparency in the accounting and disclosure for these contracts.

The company DebtBook was referred by the current independent audit firm Eadie + Payne, LLP. DebtBook was started in 2019 to address the needs of governmental bodies to address GASB related transactions. The company currently serves over 2,000 governmental clients, across the United States; many of our neighboring cities.

The Agreement is for three years totaling \$45,982.50. The initial implementation cost is \$5,000, with recurring annual fees as follows:

- Year 1: \$13,000.00
- Year 2: \$13,650.00
- Year 3: \$14,332.50

The proposed agreement is specifically related to the GASB 87 and GASB 96 reporting requirements, however, DebtBook is expecting to expand their services to include the ability to track all contracts to include being able to manage the renewal process of contracts,

FISCAL IMPACT

The City's Fiscal Year 2023-24 Operating Budget contains sufficient monies for the purchase of the software in account number 111-3010-415.32-40.

CONCLUSION

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

Respectfully submitted,

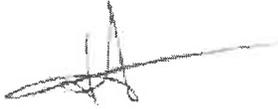


RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL TO ENTER SOFTWARE SUBSCRIPTION SERVICE RELATED TO ACCOUNTING STANDARDS GASB 87 AND GASB 96 TO COMPLETE FISCAL YEAR 2022 AND FISCAL YEAR 2023 AUDITS

November 7, 2023

Page 3 of 3



JEFF JONES
Director of Finance

ATTACHMENT(S)

- A. DebtBook Purchase Agreement
- B. DebtBook/Huntington Park Business Case
- C. GASB 87 Flier
- D. GASB 96 Flier

Dr. 100-

ATTACHMENT "A"

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date: Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

HUNTINGTON PARK, CA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Date: _____

Purchase Order Required: Yes ____ No ____

Exhibit A
DebtBook Quote

[See attached.]

Exhibit B
Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“Feedback” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“Guided Implementation Services” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“Governing State” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer’s and any Authorized User’s access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer’s or any Authorized User’s use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook’s provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook’s access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a “Service Suspension”). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer’s use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook’s use of any Aggregated Statistics does not identify Customer or disclose Customer’s Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation

Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take

all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding,

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement

will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

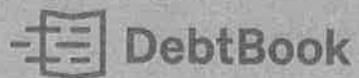
(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

ATTACHMENT "B"



Huntington Park, CA

Debt, Lease, & Subscription Management

The Vision

Create a modern, durable system to centralize and unify lease and subscription data across teams. DebtBook will reduce significant manual effort and enable higher value work by staff with automated financial reporting, data visibility, dashboards, and notifications that enable better and faster execution and compliance.

Main benefits for Huntington Park

- Reduce significant manual effort required for ongoing compliance with GASB 87 and GASB 96
- Centralize and unify data to create a better system for current and future teams.

Main benefits for Huntington Park

- Historical system of record for now and the future
- Better management practices reduces risk and saves money
- Ongoing compliance

What we're hearing from public finance leaders

- Many teams are struggling with a talent shortfall / workforce challenges
 - Increased turnover in critical positions
 - Understaffed teams
 - Impending retirement cliff will make the issue even worse
- The revenue picture is uncertain
 - Interest rates are up as the Fed fights inflation
 - Economic growth will slow, pressuring revenue

What we're hearing from public finance leaders

- Teams are consumed with low value operational work
 - Slowed by time intensive, manual, spreadsheet based work
 - Reduces employee engagement and satisfaction
 - Restricts higher value strategic work
 - Contributes to disruptive turnover
- Finance leaders are looking for solutions
 - Unify data and create operating efficiencies to sustain performance through change
 - Fight turnover with greater opportunities for employees
 - Find new opportunities for revenue growth and expense reduction

DebtBook Solution Benefits



Data Integrity & Visibility

Centralize and unify org data across teams to bring greater confidence and visibility into one of your most important assets, your data.



Optimize Efficiency

Reduce manual effort and enable higher value work with data visibility, automated reporting, dashboards, and notifications that enable better and faster execution.



System Resiliency

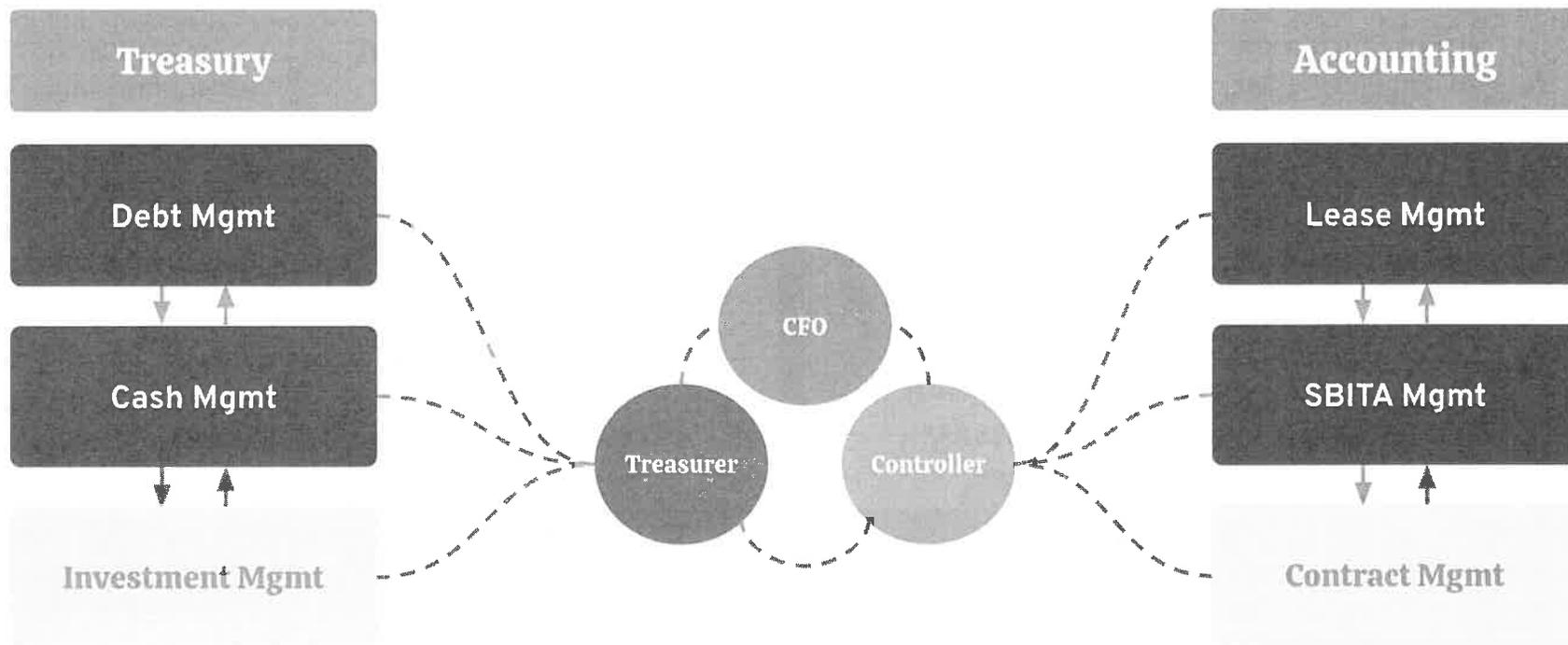
Strengthen current and future teams while enabling sustained performance with a modern, durable and usable system of record.



Ensure Compliance

Ensure compliance with GASB 87 & 96, debt audit compliance, tax regulations, disclosure requirements, debt covenants, payment responsibilities, and the upcoming FDTA.

Platform of products for public finance



A partner with staying power



A partner with staying power

\$15M

Spend on Product
in 2024

2,000

Public Finance
Clients

135+

Employees

SOC 2

Compliance
(Type 1 & 2)

Audited

Financial
Statements

SSO

Single Sign On

Outstanding Implementation & Support

“By far one of the easiest implementations in my 25-year career! DebtBook was outstanding!”

Aileen Staples
CFO, Wake Forest, NC

“The team is awesome as always – great service, quick responses, and they check up to make sure all's going well.”

Lucio Cruz
Revenue / Cash Manager, Nueces County, TX

“DebtBook is wonderful. By far one of the best implementations of any software ever.”

Paula Parker
Director of Finance, Brighton, NY

“Some of the best customer service and responsiveness I've seen in a very long time.”

Marie Friedman
CFO, Burlington, VT

Are You Ready for GASB-87?

What is GASB-87?

GASB-87 is the new lease accounting standard for governmental entities that becomes effective for reporting periods beginning after June 15, 2021 (June 30, 2022 audits will be first). Governmental entities are required to:

- Consolidate their lease agreements (lessee and lessor—copiers, vehicles, real estate, water tower cell lease, among others)
- Test to determine whether they're subject to the reporting requirements
- Calculate schedules
- Update their audit with this new information

Who is Impacted?

GASB-87 impacts both lessees and lessors from:

- Local government (counties, municipalities, school districts)
- Higher education (public colleges and universities)
- Public hospitals and healthcare providers

When Does it go into Effect?

GASB-87 is in effect for fiscal years beginning after June 15, 2021.

How DebtBook Can Help

DebtBook delivers a complete, straightforward solution to address all three phases of challenges faced by organizations looking to implement GASB-87:

PHASE 1

Upfront Lease Organization & Data Extraction

Our team can help organize and extract data from all of your leases (or suspected leases) and have you verify the information, or we can guide you through the process to enter the information in the application.

PHASE 2

Schedule Creation

DebtBook generates all schedules necessary to comply with GASB-87. Share with your team and external auditor(s) for use and verification.

PHASE 3

Ongoing Compliance

Streamline your year-end audit process with automatically generated journal entries for each lease and the ability to view the entries on a monthly, quarterly, and annual basis, as well as at the portfolio level, lease schedule level, and asset level.

Disclaimer: DebtBook does not provide professional services or advice. DebtBook has prepared these materials for general informational and educational purposes, which means we have not tailored the information to your specific circumstances. Please consult your professional advisors before taking action based on any information in these materials. Any use of this information is solely at your own risk.

Get in Touch

DebtBook makes powerful, easy-to-use, cloud-based debt and lease management software for government, higher education, and healthcare finance teams. We make GASB-87 implementation and ongoing compliance easy and produce results that you will be confident in.

Visit debtbook.com to learn more.

Are You Ready for GASB-96?

What is GASB-96?

GASB-96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users.

Who is Impacted?

GASB-96 applies to financial reports from:

- Local government (counties, municipalities, school districts)
- Higher education (public colleges and universities)
- Public hospitals and healthcare providers

Why is it Important?

Every organization uses some sort of IT subscription services (e.g., ERP System, Office 365, Zoom, DocuSign). These subscription payments are typically expensed with little visibility into the obligations or liabilities governments have. GASB-96 helps to increase transparency in the accounting and disclosure for these contracts.

When Does it go into Effect?

GASB-96 becomes effective for reporting periods beginning after June 15, 2022 (June 30, 2023 audits will be first).

How DebtBook Can Help

DebtBook delivers a complete, straightforward solution to address all three phases of challenges faced by organizations looking to implement GASB-96:



PHASE 1: Upfront SBITA Organization & Data Extraction

Our team can help organize and extract data from all of your contracts and have you verify the information, or we can guide you through the process to enter the information in the application.



PHASE 2: Schedule Creation

DebtBook generates all schedules necessary to comply with GASB-96. Share with your team and external auditor(s) for use and verification.



PHASE 3: Ongoing Compliance

With 24/7 accessibility and more efficient collaboration across departments, you can ensure all future contracts are accounted for and uploaded in a timely, stress-free manner.

Disclaimer: DebtBook does not provide professional services or advice. DebtBook has prepared these materials for general informational and educational purposes, which means we have not tailored the information to your specific circumstances. Please consult your professional advisors before taking action based on any information in these materials. Any use of this information is solely at your own risk.

Get in Touch

DebtBook makes powerful, easy-to-use, cloud-based debt and lease management software for government, higher education, and healthcare finance teams. We make GASB-96 implementation and ongoing compliance easy and produce results that you will be confident in.

Visit debtbook.com to learn more.

ITEM 15



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTIONS RELATED TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 5, 2024

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution calling for the Holding of a General Municipal Election to be held on Tuesday, March 5, 2024, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 5, 2024 and Requesting the Board to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be held on Tuesday, March 5, 2024; and
2. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates' statement submitted to the voters at an election to be held on Tuesday, March 5, 2024; and
3. Adopt a Resolution providing for the conduct of a special runoff election for elective offices in the event of a tie vote at any municipal election.

BACKGROUND

The City of Huntington Park, as a general law city, is required by the state to hold a General Municipal Election to elect its municipal officers. The City's next General Municipal election will be held on Tuesday, March 5, 2024. The City Council comprises of five members and currently three (3) members have terms that expire in June 2024. Due to the unexpected passing of Councilmember Manuel "Manny" Avila in late July 2022 there will also be one (1) unexpired term eligible for election during this election cycle. The purpose of this election is for the voters to elect three (3) members to the City Council for the full term of four (4) years and one (1) member of the City Council for the unexpired term of two (2) years.

CONSIDERATION AND APPROVAL OF RESOLUTIONS RELATED TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 5, 2024

November 7, 2023

Page 2 of 2

FISCAL IMPACT/FINANCING

The County of Los Angeles has provided an election cost estimate of \$121,927.79 for the March 5, 2024 general election. The estimated cost is based on the cost factors listed in Attachment D of the staff report. Any changes to the election cost factors will impact the final costs for Huntington Park.

CONCLUSION

Upon adoption of resolutions, the City Clerk will forward certified copies to the Board of Supervisors of the County of Los Angeles and to the Los Angeles County Registrar-Recorder/County Clerk-Elections Division, for conduct of the City's General Municipal Election to be held Tuesday, March 5, 2023.

Respectfully submitted,



RICARDO REYES
City Manager



Eduardo Sarmiento
City Clerk

ATTACHMENT(S)

- A. Resolution 2023-31, Calling for the Holding of a General Municipal Election to be held on Tuesday, March 5, 2024, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 5, 2024 and Requesting the Board to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be held on Tuesday, March 5, 2024.
- B. Resolution No. 2023-32, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statement Submitted to the Voters at an Election to be held on Tuesday, March 5, 2024.
- C. Resolution No. 2023-33, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.
- D. Los Angeles County Registrar-Recorder/County Clerk Election Cost Estimate

ATTACHMENT "A"

RESOLUTION NO. 2023-31

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 HUNTINGTON PARK, CALIFORNIA (1) CALLING FOR THE
5 HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD
6 ON TUESDAY, MARCH 5, 2024 FOR THE PURPOSE OF ELECTING
7 THREE MEMBERS OF THE CITY COUNCIL TO FOUR YEAR
8 TERMS AND ONE MEMBER OF THE CITY COUNCIL TO AN
9 UNEXPIRED TERM OF TWO YEARS; (2) REQUESTING THE
10 BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
11 TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH
12 THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION AND
13 ANY AND ALL ELECTIONS HELD ON SUCH DATE; AND
14 (3) REQUESTING THAT THE BOARD OF SUPERVISORS OF THE
15 COUNTY OF LOS ANGELES RENDER SPECIFIED SERVICES TO
16 THE CITY RELATING TO THE CONDUCT OF A GENERAL
17 MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5,
18 2024

12 WHEREAS, a General Municipal Election shall be held on March 5, 2024, for the
13 election of four (4) Members of the City Council of the City of Huntington Park; and

14 WHEREAS, a Presidential Primary election will also be held on Tuesday, March
15 5, 2024; and

16 WHEREAS, that pursuant to the requirements of the laws of the State of
17 California relating to General Law Cities and the Huntington Park Municipal Code, there
18 is called and ordered to be held in the City of Huntington Park, California, on Tuesday,
19 March 5, 2024, a General Municipal Election for the purpose of electing three (3)
20 Members of the City Council for the full term of four years, and one (1) Member of the
21 City Council for an unexpired partial term of two years; and

22 WHEREAS, pursuant to the Elections Code Section 10002, the City Council of
23 the City of Huntington Park may by resolution request the Board of Supervisors of the
24 County of Los Angeles to permit the County Clerk to render specified services to the
25 City of Huntington Park relating to the conduct of an election; and

26 WHEREAS, subject to approval of the Board of Supervisors, these services shall
27 be provided by the County Clerk; and

28 WHEREAS, pursuant to Elections Code Section 10002, unless other
arrangements satisfactory to the County have been made, the City shall reimburse the
County in full for the services performed upon presentation of a bill to the City; and

1 **WHEREAS**, pursuant to Elections Code Section 10400, whenever two or more
2 elections, are called to be on the same day, in the same territory, or in territory that is in
3 part the same, they may be consolidated upon the order of the City Council calling the
4 election; and

5 **WHEREAS**, pursuant to the Elections Code Section 10403, the resolution
6 requesting the consolidation shall be adopted and filed at the same time as the adoption
7 of the ordinance, resolution, or order calling the election.

8 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
9 **PARK DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

10 **SECTION 1.** That pursuant to the requirements of the laws of the State of
11 California relating to general law cities, there is called and ordered to be held in the City
12 of Huntington Park, California on Tuesday, March 5, 2024, a General Municipal Election
13 for the purpose of electing three (3) Members of the City Council for the full term of four
14 years, and one (1) Member of the City Council for an unexpired term of two years.

15 **SECTION 2.** That the City Council hereby orders the election to be consolidated
16 with any and all elections also called to be held on March 5, 2024, insofar as said
17 elections are to be held in the same territory or in territory that is in part the same as the
18 territory of the City of Huntington Park and requests that the Board of Supervisors of the
19 County of Los Angeles order such consolidation under Elections Code Sections
20 10401,10402, and 10403.

21 **SECTION 3.** That the City Council hereby requests the Board of Supervisors of
22 the County of Los Angeles to permit the Los Angeles County Registrar-
23 Recorder/County Clerk-Elections Division to provide any and all services necessary for
24 conducting the election and agrees to pay for said services.

25 **SECTION 4.** The County Elections Division is authorized to canvass the returns
26 of the General Municipal Election. The election shall be held in all respects as if there
27 is only one election.

28 **SECTION 5.** That the vote centers for the election shall be open as required

1 during the identified voting period, pursuant to Sections 4007 and 14401 of the Elections
2 Code of the State of California.

3 **SECTION 6.** That in all particulars not recited in this Resolution, the election shall
4 be held and conducted as provided by law for holding municipal elections.

5 **SECTION 7.** That notice of the time and place of holding the election is given
6 and the City Clerk is authorized, instructed and directed to give further or additional
7 notice of the election, in time, form and manner as required by law.

8 **SECTION 8.** That the City Clerk is hereby authorized and directed to file a
9 certified copy of this Resolution with the Board of Supervisors of the County of Los
10 Angeles and the Los Angeles County Registrar-Recorder/County Clerk-Elections
11 Division.

12 **SECTION 9.** That the City Council shall meet at a regular meeting to review the
13 canvass of the returns of the General Municipal Election and declare the results thereof,
14 tentatively scheduled for XXXXXXXX, 2024.

15 **PASSED, APPROVED AND ADOPTED** this 7th day of November, 2023 by the
16 following vote:

17 AYES: COUNCIL MEMEBERS:

18 NOES: COUNCIL MEMEBERS:

19 ABSTAIN: COUNCIL MEMEBERS:

20 ABSENT: COUNCIL MEMEBERS:

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23 _____
Marilyn Sanabria, Mayor

24 **ATTEST:**

25
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27 _____
28 Eduardo Sarmiento,
City Clerk

ATTACHMENT B

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT ANY MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held in the City of Huntington Park, California on Tuesday, March 5, 2024; and

WHEREAS, § 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than 40 nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 2. That this resolution shall apply only to the election to be held on Tuesday, March 5, 2024, and shall then be repealed.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions

(Signatures on the following page)

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PASSED, APPROVED AND ADOPTED this 7^h day of November, 2023.

Marilyn Sanabria, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT C

RESOLUTION NO. 2023-33

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENT SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024

WHEREAS, § 13307 of the Elections Code of the State of California regulates candidates' statement and provides that the governing body of any local agency may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation and mailing of candidate statements as filed pursuant to § 13307, including costs incurred as a result of complying with the federal Voting Rights Act of 1965, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS

A. Pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Huntington Park ("City") on March 5, 2024 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:30 p.m. of the next working day after the close of the nomination period.

1 B. Candidates should be advised of the holding in *Dean v. Superior Court*
2 (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for
3 inclusion in the voter pamphlet may not include comments or statements concerning
4 the qualifications (or alleged lack of qualifications) of one's opponents. Candidates
5 should seek the advice of private legal counsel if unsure as to whether their candidate
6 statement does or does not comply with applicable law before filing.

7 **SECTION 2. FOREIGN LANGUAGE POLICY.**

8 A. Pursuant to the Voting Rights Act of 1965 (42 U.S.C. § 1973), the
9 City is required to translate candidates' statements into the following language:
10 Spanish.

11 B. Pursuant to the Voting Rights Act of 1965, as amended, the City
12 shall translate the candidate's statement, at the candidate's request, into any of
13 the following languages, which are designated as minority languages for the
14 County of Los Angeles as a political subdivision covered by section 203 of the
15 Voting Rights Act of 1965, as amended: Chinese, Filipino, Japanese, Korean,
16 and Vietnamese. Such translations shall be sent only to voters who have
17 requested translated material and shall be available upon request in the office of
18 the City Clerk.

19 C. The City Clerk shall:

- 20 1. Have all candidates' statements translated into the languages
21 specified in (A) above.
- 22 2. Print all translations of all candidates' statements in the main voter
23 pamphlet. The main voter pamphlet will be in English and Spanish.
- 24 3. Have all translations made available upon request in the office of the
25 City Clerk.

SECTION 3. PAYMENT.

A. Translations:

1 1. The candidate shall be required to pay for the cost of translating the
2 candidate's statement into any required foreign language as specified
3 in (A) of Section 2 above pursuant to California Elections Code §
4 13307.

5 2. The candidate shall be required to pay for the cost of translating the
6 candidate's statement into any foreign language that is not required as
7 specified in (A) of Section 2 above, pursuant to California Elections
8 Code § 13307 and the Voting Rights Act of 1965, as amended, but is
9 requested as an option by the candidate pursuant to subsection (B) of
10 Section 2 above.

11 B. Printing:

12 1. The candidate shall be required to pay for the cost of printing the
13 candidate's statement in English in the main voter pamphlet.

14 2. The candidate shall be required to pay for the cost of printing the
15 candidate's statement in a foreign language required in (A) of Section
16 2 above, in the main voter pamphlet.

17 3. The candidate shall be required to pay for the cost of printing the
18 candidate's statement in a foreign language requested by the
19 candidate per (B) of Section 2 above, in the main voter pamphlet.

20 The City Clerk shall estimate the total cost of printing, handling, translating, and
21 mailing the candidate's statement filed pursuant to this section, including costs
22 incurred as a result of complying with the Voting Rights Act of 1965 (as amended),
23 and require each candidate filing a statement to pay in advance to the local agency
24 his or her estimated pro rata share as a condition of having his or her statement
25 included in the voter's pamphlet. In the event the estimated payment is required, the
estimate is just an approximation of the actual cost that varies from one election to
another election and may be significantly more or less than the estimate, depending
on the actual number of candidates filing statements. Accordingly, the City Clerk is
not bound by the estimate and may on a pro rata basis, bill the candidate for additional
actual expense or refund any excess paid depending on the final actual cost. In the

1 event of underpayment, the City Clerk may require the candidate to pay the balance
2 of the cost incurred. In the event of overpayment, the City Clerk shall prorate the
3 excess amount among the candidates and refund the excess amount paid within 30
4 days of the election.

5 **SECTION 4. ADDITIONAL MATERIALS.** No candidate will be permitted to
6 include additional materials in the sample ballot package.

7 **SECTION 5.** The City Clerk shall provide each candidate or the candidate's
8 representative a copy of this Resolution at the time nominating petitions are issued.

9 **SECTION 6.** All previous resolutions establishing council policy on payment for
10 candidates' statements are repealed.

11 **SECTION 7.** This resolution shall apply only to the election to be held on
12 Tuesday, March 5, 2024 and shall then be repealed.

13 **SECTION 8.** The City Clerk shall certify to the passage and adoption of this
14 resolution and enter it into the book of original resolutions.

15 **PASSED, APPROVED AND ADOPTED** this 7th day of November, 2023 by the
16 following vote:

17
18
19 AYES: COUNCIL MEMEBERS:

20 NOES: COUNCIL MEMEBERS:

21 ABSTAIN: COUNCIL MEMEBERS:

22 ABSENT: COUNCIL MEMEBERS:
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Marilyn Sanabria, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

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ATTACHMENT D

https://huntingtonpark-my.sharepoint.com/personal/esarmiento_hpca_gov/Documents/Microsoft%20Teams%20Chat%20Files/

[ElectionBillingCalculator_EstimatedResult.html](#)

[Election Estimating Calculator](#)

[Go to Election Estimate Home](#)

[Go to Election Estimate Home](#)

Select Estimate Type

Select Jurisdiction(s)

Estimated Result

Select Estimate Type

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at electionbilling@rcc.lacounty.gov.

CITY OF HUNTINGTON PARK

2024 March Primary Election

CITY OF HUNTINGTON PARK - At Large

Voter Count Rate Breakdown Estimated Cost

Registered Voters (RV) 22,031

Election Operations (rate * RV) | \$3.0295 * 22031 | \$66,742.91

Vote By Mail Processing (rate * RV) | \$0.9539 * 22031 | \$21,015.37

Sample Ballot Processing and Printing

Office(s)/Seat(s) (rate * No. of Offices * RV) \$0.0188 * 4 * 22031 \$1,656.73

Measures(s) (rate * No. of Measures * RV) \$0.0188 * 2 * 22031 \$828.37

Measure Text (rate * No. of Text Pages for all measures * RV) \$0.0564 * 0 * 22031 \$0.00

Voting Information (rate * RV) \$0.5271 * 22031 \$11,612.54

Candidate Filing and Campaign Finance (rate * No. of Candidates) | \$957.1867 * 12 | \$11,486.24

Election Preparation Cost (Flat rate per jurisdiction) \$8,585.63

CITY OF HUNTINGTON PARK TOTAL ESTIMATE \$121,927.79

DISCLAIMER: Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at ecu@rrcc.lacounty.gov.

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ITEM 16



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

COUNCIL APPOINTMENT TO THE CIVIL SERVICE COMMISSION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make an appointment to the Civil Service Commission consistent with provisions set forth in Resolution No. 2015-19.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

Individuals appointed to Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for added Commissioners has been budgeted for FY 2023/24 to account 111-0123-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After the appointment the City Clerk will notify applicants of their appointments.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "S. [unclear]", is written below the text.

COUNCIL APPOINTMENT TO CIVIL SERVICE COMMISSION

November 7, 2023

Page 2 of 2

RICARDO REYES

City Manager

A handwritten signature in cursive script, appearing to read 'Eduardo Sarmiento', written in black ink.

EDUARDO SARMIENTO,

City Clerk

ATTACHMENT(S)

- A. Commission Application.
- B. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.

ATTACHMENT A



CITY OF HUNTINGTON PARK

Application for Service on City Commission

(Please check the commission on which you wish to serve)

<input checked="" type="checkbox"/>	Civil Service Commission		Health & Education Commission
	Historic Preservation Commission		Parks and Recreation Commission
	Planning Commission		

Name Guillermo Flores Telephone: Day [REDACTED]

E-mail address [REDACTED] Evening [REDACTED]

Residence address [REDACTED]

Resident of HP for 23 years

Do you work in HP? No If yes, how long? _____

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

MBA in Hospitality and Event Leadership

BS in Sports Entertainment Event Management

Experience in a Community and Private Foundation-Philantropy

Other volunteer activities or organizations you are involved with.

Historic Preservation Commission

LA American Lung Association- Fight for Air Climb Committee

PIC Foundation Board Member

Briefly state reasons why you are interested in serving on a commission.

I was raised in the Huntington Park and Walnut Park area all my life. I see its potential and was raised to give back.

My school and employers have always encouraged me it staff to give back.

List city, county, or other commissions or committees on which you have served and year(s) served.

Historic Preservation Commission orginally appointed around 2014

What are your goals in serving on this commission?
To help my city and community for the long term.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature  Date 11/2/23
Print Name Guillermo C. Flores

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. *(Resolution No. 2015-19, Ordinance No. 939-NS).*

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. *(Resolution No. 2015-19).*

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

-----Office Use Only-----

_____ Date of Appointment _____ Date of Reappointment

Rev 8/2016

ATTACHMENT B

RESOLUTION NO. 2015-19

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ADOPTING REVISED RULES, METHOD OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR PROVISIONS IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission
Civil Service Commission
Parks and Recreation Commission
Health and Education Commission
Historic Preservation Commission
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
8 appointment is made within sixty (60) days of assuming office, or from the adoption of
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor
10 shall appoint a member to the vacant seat.

11 Commission members may be removed from their appointment due to
12 disqualification as provided for in this Resolution or upon the sole decision by the
13 Councilmember who appointed that Commissioner. All appointments or removal of
14 Commissioners shall occur at an open meeting of the City Council. If removal of a
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
16 address on file with the City.

17 **SECTION 4: Term of Office.**

18 Each Commissioner's term shall be for a period of four years, unless removed
19 by the appointing Councilmember or as a result of disqualification as set forth herein.
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which
21 exceeds the time in office for the Councilmember appointing that Commissioner. In
22 the event that the appointing Councilmember completes his or her term, vacates their
23 office or otherwise is no longer holding office, the term of the Commissioner appointed
24 by said Councilmember shall end. However, nothing contained in this section shall
25 prevent another Councilmember or the new Councilmember from appointing the
26 individual back to the same Commission or to a different Commission.

27 **SECTION 5: Vacancy Due to Disqualification.**

28 When a member no longer meets the qualifications for the Commission, the
member is therefore disqualified, and the office shall thereupon become vacant.

SECTION 6: Vacancy.

 If for any reason a vacancy occurs, it shall be filled by appointment by the
member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

SECTION 7: Quorum.

 A majority of the total number of members of the Commission shall constitute a
quorum for the transaction of business, but a lesser number may adjourn from time to
time for want of quorum and until a quorum can be obtained.

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SECTION 8: Purpose.

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

SECTION 9: Organization.

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

SECTION 10: Meetings.

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

SECTION 11: Termination of Commission.

Termination of the Commission shall be done at the will and vote of the City Council.

SECTION 12: Compensation.

Commission member compensation shall be set by resolution of the City Council.

SECTION 13: Commission Handbook.

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

SECTION 14:

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

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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

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CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz, Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezcuita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.



Donna G. Schwartz, CMC, City Clerk

ITEM 17



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 7, 2023

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

Dear Mayor and Members of the City Council:

TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during calendar year 2022; and
2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in calendar year 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California's Transparent Review of Unjust Transfers and Holds (TRUTH) Act (Government Code sections 7283 and 7283.1), requires that a Community Forum be held each calendar year to inform members of the public of information pertaining to access to individuals granted to Immigration and Customs Enforcement (ICE) agency by the Huntington Park Police Department during the preceding year (2022).

Government Code Section 7282, subdivision (d), defines "ICE access" as follows:

"ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

- (1) Responding to an ICE hold, notification, or transfer request.

**TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT
COMMUNITY FORUM**

November 7, 2023

- (2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
- (3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
- (4) Allowing ICE to interview an individual.
- (5) Providing ICE information regarding dates and times of probation or parole check-ins.

The Huntington Park Police Department (HPPD) maintains jail policy and operating procedures which align with the mandates of the TRUTH Act and all other legal requirements. HPPD's jail policy Section 414 prohibits any transfer of an inmate to ICE's custody unless the transfer is in accordance with established law. HPPD does not enforce immigration law and an individual is never arrested or held in custody by HPPD solely on a violation of immigration law. Individual(s) ultimately transferred to ICE custody by HPPD are initially arrested on a local or state charge; and only transferred to ICE custody after a request for transfer by ICE is received; and only after legal qualifying transfer criteria is verified.

REPORTING DATA

In accordance with legal criteria, in 2022 HPPD made no transfers to ICE's custody.

FISCAL IMPACT/FINANCING

N/A

CONCLUSION

Receive and file.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

**TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT
COMMUNITY FORUM**

November 7, 2023

ATTACHMENT(S)

None