

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, February 20, 2024

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 sessions, 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. RECOGNITION OF THE LATE FORMER MAYOR OF HUNTINGTON PARK JIM ROBERTS
2. RECOGNITION OF LOCAL EDUCATOR, VOLUNTEERS, AND OTHER RECOGNITIONS
3. AMERICAN HEART MONTH PROCLAMATION

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 – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held February 6, 2024

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated February 20, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. APPROVAL OF FILMING AT THE COURTHOUSE BUILDING AND RENTAL CONTRACT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize filming at the City of Huntington Park Courthouse Building; and
2. Authorize the City Manager to prepare and execute an agreement with Netflix Productions, LLC

4. CONSIDERATION AND APPROVAL OF RESOLUTION 2024-XX TO PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM AND COOPERATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY

RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution 2024-02 to participate in the National Flood Insurance program and cooperate with the federal emergency management agency.
2. Authorize the Community Development Department to begin processing a floodplain management ordinance that meets or exceeds the minimum National Flood Insurance management programs criteria.

5. CONSIDERATION AND APPROVAL FOR INNER CITY VISIONS (ICV)

FUNDING FROM THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FOR FISCAL YEARS (FY) 2025-2026, FY 2026-2027, AND FY 2027-2028

RECOMMENDED THAT CITY COUNCIL:

1. Award a Three (3) year professional service agreement (PSA), pending the approval of the PLHA grant, Inner City Visions to provide homeless outreach services for a not-to-exceed amount of \$421,378.91;
2. Authorize City staff to electronically submit the ICV Contract in the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).
3. Amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds

6. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER TO CREATE EMPLOYMENT OPPORTUNITIES FOR RESIDENTS

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to Hub Cities Career Center to create employment opportunities for residents.
2. Authorize the City Manager to execute the PSA

7. CONSIDERATION AND APPROVAL TO AMEND THE MICHAEL BAKER INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES ACT (CV), AND THE HOME INVESTMENT PARTNERSHIP ACT (HOME) GRANT ADMINISTRATION

RECOMMENDED THAT CITY COUNCIL:

1. Authorize an amendment for professional services related to the CDBG-CV and HOME grant administration and
2. Authorize the City Manager to execute the amendments

PUBLIC WORKS

8. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR FIRE PROTECTION ALARM SYSTEM PROJECT FOR CITY HALL AND OTHER CITY BUILDINGS

RECOMMENDED THAT CITY COUNCIL:

1. Award Jam Corporation the construction contract for Fire Protection alarm system for a not-to-exceed amount of \$983,900.00.
2. Authorize the Finance Department to provide the funding source, account number(s) and project code for this specific project in order to process project invoices; and
3. Authorize the City Manager to execute the construction contract agreement.

9. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2021-04 WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to R2BUILD dba R2B Engineering for the construction of CIP 2021-04 Well No. 16 and Pump Station Improvements Project as the lowest responsive and responsible bidder for a not-to-exceed amount of \$1,199,379 payable from Account No. 681-8030-461.73-10 (\$1,199,379.00); and
2. Approve a fifteen percent (15%) construction contingency in the amount of \$179,906.85 payable from Account No. 681-8030-461.73-10 (\$179,906.85); and
3. Authorize the City Manager to execute the construction contract agreement and all applicable change orders in good faith

10. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AMENDMENT No. 1 TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER

RECOMMENDED THAT CITY COUNCIL:

1. Award amendment No. 1 as it relates to Architectural Services for the Emergency Operations Center, to Infrastructure Architects for a not-to-exceed amount of \$99,500.
2. Authorize the City Manager to execute the Amendment.

11. CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPAIRS TO THE PUMPING AND BOOSTER EQUIPMENT OF WATER PRODUCTION WELL NO. 14

RECOMMENDED THAT CITY COUNCIL:

1. 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 removal and replacement of the pumping and booster equipment at Water Production Well No. 14;
2. Authorize the payment to General Pump Co. for the services and equipment necessary to perform the work for a not-to-exceed amount of \$26,548.24 payable from Account No. 681-8030-461.43-30; and
3. Authorize the payment to Littlejohn-Reuland Corporation for the purchase of equipment for a not to exceed amount of \$7,338.96 from Account No.681-8030-461.43-30 and;
4. Authorize the City Manager to sign all applicable documents.

12. CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION (PLHA) – GRANT APPLICATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Staff to apply for PLHA Grant funds in the amount of \$ 2,686,264.00.
2. Authorize the City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
3. Authorize City staff to electronically submit the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).
4. Amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds.

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 the meeting in memory of former Mayor of Huntington Park Jim Roberts to a Regular Meeting on Tuesday, March 5, 2024, 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 16th day of February 2024.

A handwritten signature in blue ink, appearing to read 'Edu Sarmiento', is written over a horizontal line.

Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, February 6, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, February 6, 2024, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Vice Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz Eduardo "Eddie" Martinez., Vice Mayor Karina Macias

ABSENT: Council Member(s): Flores and Mayor Sanabria

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Cynthia Norzagaray Director of Parks and Recreation; Araceli Almazan City Attorney.

INVOCATION

Vice Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Council member Ortiz led the Pledge of Allegiance.

PRESENTATION(S)

Prior to presentations Vice Mayor Macias announced that the presentation listed on the agenda will be moved to the Regular meeting on February 20, 2024 due to inclement weather.

1. RECOGNITION OF LOCAL EDUCATOR, VOLUNTEERS, AND OTHER RECOGNITIONS

PUBLIC COMMENTS

The following person provided public comment:

1. Scot Binton
2. Myra Casteneda
3. Sonia Rodriguez

STAFF RESPONSE

NONE

At the conclusion of public comment Vice Mayor requested a motion to move item five (5) forward on the agenda to be deliberated on prior to closed session.

At the conclusion of public comment Vice Mayor requested a motion to move item five (5) forward on the agenda to be deliberated on prior to closed session.

MOTION: Council member Ortiz move to item five (5) forward on the agenda to be deliberated on prior to closed session, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

COUNCIL

5. RESOLUTION URGING PRIME HEALTHCARE TO REINSTATE EMPLOYMENT OF THE NINE REGISTERED NURSES AND FRONTLINE HEALTHCARE WORKERS AT PRIME ST. FRANCIS MEDICAL CENTER IN LYNWOOD

MOTION: Council member Ortiz moved to submit a letter of support and adopt a Resolution urging Prime Healthcare to reinstate employment of the nine registered nurses and frontline healthcare workers at prime St. Francis medical center in Lynwood, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Consideration of one (1) potential case

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54957.9(d)(1)

ESTATE OF ANGELA MELONCON, by and through, DEBORAH BELL, etc. vs. City of Huntington Park

Los Angeles Superior Court Case No. 23STCV16704

Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Vice Mayor Macias recessed into closed session at 6:17 p.m.

Vice Mayor Macias reconvened the Council meeting from Closed Session at 6:56 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with three (3) members

of the City Council present, Council members Ortiz, Martinez, and Vice Mayor Macias the two (2) items on the closed session agenda were discussed. Regarding the two (2) items on the closed session agenda, the City Council was briefed but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

MOTION: Council member Martinez moved to approve the consent calendar, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

1. CITY COUNCIL MEETING MINTUES

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

1. 1. Regular City Council Meeting held December 19, 2023
2. Regular City Council Meeting held January 16, 2024

FINANCE

2. CHECK REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated February 6, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

Prior to item three (3) of the agenda Vice Mayor Macias stepped away from the dais.

3. FISCAL YEAR 2024 BUDGET STATUS REPORT AS OF DECEMBER 31, 2023

MOTION: Council member Ortiz moved to adopt a resolution to receive and file the FY 2024 Q2 Budget Status report as of December 31, 2023; and approve appropriations and inter-departmental budget transfers; and authorize the Director of Finance in conjunction with the City Manager to align the department budgets with department expenditures through budget transfers, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

CITY MANAGER

4. CONSIDERATION AND APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA) SPENDING PLAN

MOTION: Council member Martinez moved to approve the American Rescue Plan Act (ARPA) Spending Plan for the following capital improvement projects; and authorize the City Manager to effectuate the distribution of funds according to the approved ARPA Spending Proposal, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

PARKS AND RECREATION

6. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE AUTHORITY TO FILE APPLICATION(S) FOR THE LOCAL ASSISTANCE SPECIFIED GRANTS PROGRAM FROM BUDGET ACT 2023/24 FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

MOTION: Council member Ortiz moved to adopt Resolution approving the authority to file applications for grant funds from the Local Assistance Specified Grants Program from Budget Act 2023/24 from the State Department of Parks and Recreation; and authorize the City Manager to execute all related grant application documents submitted by Parks and Recreation Director, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

COMMUNITY DEVELOPMENT

7. RETENTION OF CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE PP AND CC

Item pulled by City Manager Ricardo Reyes

PUBLIC WORKS

8. REJECT BID RECEIVED FOR CIP 2022-09 CDBG CHESLEY "CIRCLE" PARK PROJECT IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

MOTION: Council member Martinez moved to reject the bid received for CIP 2022-09 CDBG Chesley "Circle" Park Project in accordance with Public Contract Code Section 22038(a)(1); and authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1)., seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

9. CONSIDERATION AND APPROVAL TO REPLACE EXISTING CONCRETE PAD LOCATED AT THE PUBLIC WORKS YARD TO SUPPORT INSTALLTION OF EV CHARGING STATIONS

MOTION: Council member Martinez 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 replacement of a 8X10 (minimum) concrete pad to begin the installation process for the EV charging stations. Doty Bros Construction Company will provide materials, equipment, and labor to replace the existing concrete pad and surrounding asphalt for a not-to-exceed amount of \$45,000 payable from Account No. 111-8020-431.56-41 and 111-8010-431.61-20; and authorize the City Manager to execute the quote (Attachment 1) and subsequent purchase order. Seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

10. CONSIDERATION AND APPROVAL TO PURCHASE AUTOMATED LICENSE PLATE READER (ALPR) MOBILE CAMERA SYSTEMS WITH YEAR 2021 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

MOTION: Council member Martinez moved to authorize the acquisition of Vigilant Solutions Automated License Plate Reader (ALPR) mobile camera systems, which are a product of Motorola Solutions, with Year 2021 State Homeland Security Program (SHSP) grant funds in an amount not to exceed \$80,000; and authorize the

Chief of Police to purchase and outfit police vehicles with the equipment, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Council Member(s) Flores and Mayor Sanabria

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Director of Communications and Community Relations provided information on the newsletter and upcoming events for the city. He encouraged everyone to visit the city website for additional information and dates.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council member Ortiz wished the director of Parks and Recreation and City Clerk a happy birthday and wished everyone an awesome Valentines Day.

Council member Matinez also wished everyone a happy Valentines Day.

Vice Mayor Macias thanked staff for their hard work, especially with the large amount of rain recently. She closed by also wishing everyone a happy Valentines Day.

ADJOURNMENT

Vice Mayor Macias adjourned the at 7:00 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday February 20, 2024 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 2nd day of February 2024.

Respectfully submitted


Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

| Fund | Description | Fund | Description |
|------|---------------------------|------|----------------------------|
| 111 | General Fund | 227 | Offc of Criminal Justice |
| 112 | Waste Collection/Disposal | 228 | State Dept. of Justice |
| 113 | American Rescue Plan Act | 229 | Police Forfeiture Fund |
| 114 | Spec Events Contributions | 230 | Homeland Security Fund |
| 115 | General Fund Reserve | 231 | Parking System Fund |
| 116 | Retirement Fund | 232 | Art in Public Places Fund |
| 120 | Special Revenue DNA ID | 233 | Bullet Proof Vest Grant |
| 121 | Special Revnu Welfare Inm | 234 | Congressional Earmark |
| 122 | Prevention Intervention | 235 | Federal Street Improvmnt |
| 123 | Board of Corrections LEAD | 236 | HUD Economic Empowerment |
| 124 | Auto Theft Prevention | 237 | Community Planning |
| 150 | Emergency Preparedness | 238 | Air Pollution Grant |
| 151 | Economic Development | 239 | Federal CDBG Fund |
| 152 | Greenway Linear Park Proj | 240 | HUD EZ/EC Soc Sec Block |
| 200 | Local Grants | 241 | CalHome |
| 201 | State Grants | 242 | HUD Home Program |
| 202 | CFP Crosswalks | 243 | HUD 108 B03MC060566 |
| 203 | Federal Grants | 244 | HUD EDI Grant |
| 204 | SR2S Middleton Safe Route | 245 | EPA Brownfield |
| 205 | CFP Pacific Blvd | 246 | LBPHCP-Lead Base |
| 206 | CFP I Park Pay Station | 247 | Neighborhood Stabilization |
| 207 | CFP Signal Synchronizatio | 248 | Homelessness Prevention |
| 208 | CMAQ Metro Rapid | 249 | DEPT OF TOXIC SUBSTANCES |
| 209 | CFP City Street Resurfac | 250 | DTSC Grant |
| 210 | Measure M | 251 | Land & Water Conservation |
| 211 | Road Maint & Rehab SB1 | 252 | ABC |
| 212 | P & R Grants | 253 | DEBT SERVICE FUND |
| 213 | Park Facilities | 254 | Home ARP Grant |
| 214 | Recreation Field Charter | 257 | CDC Merged Project Fund |
| 215 | Trees for A Better Enviro | 258 | CDC Merged Debt Service |
| 216 | Employees Retirement Fund | 259 | CDC Low/Mod Income Housin |
| 217 | OPEB | 262 | CDC Neighbor Preservn Cap |
| 218 | PARS | 263 | CDC Neighbor Presrvn Debt |
| 219 | Sales Tax-Transit Fund A | 264 | CDC Nghbr Prsrvn Low/Mod |
| 220 | Sales Tax-Transit C | 267 | CDC Sta Fe Redev Project |
| 221 | State Gasoline Tax Fund | 268 | CDC Sta Fe Debt Service |
| 222 | Measure R | 269 | CDC Sta Fe Low/Mod Income |
| 223 | Local Origin Program Fund | 270 | Successor Agency Merge |
| 224 | Office of Traffc & Safety | 271 | Successor Agency Merg Prj |
| 225 | Cal Cops Fund | 272 | Successor Agency Low Mod |
| 226 | Air Quality Improv Trust | 273 | Successor Agency NHP |

List of Funds - City of Huntington Park

| Fund | Description |
|------|---------------------------|
| 274 | Successor Agency NHP Prj |
| 275 | Successor Agency |
| 276 | SUCCESSOR AGENCY-GF |
| 283 | Sewer Maintenance Fund |
| 285 | Solid Waste Mgmt Fund |
| 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 |

City of Huntington Park
Demand Register
WR 2/20/2024

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|----------------|--------------------|---------------------------|--------------------|
| 4IMPRINT INC | 12042676 | 111-6030-451.61-35 | HATS FOR EMPLOYEES | 781.60 |
| ADLERHORST INTERNATIONAL LLC | 120707 | 111-7010-421.61-20 | PD K9 SUPPLIES | \$761.60 |
| | 120709 | 111-7010-421.61-20 | PD K9 SUPPLIES | 140.08 |
| | | | | 177.79 |
| ADVANCE AUTO PARTS PROFESSIONAL | 8799401711998 | 111-7010-421.43-20 | PART FOR PD UNIT | \$317.87 |
| | 8799402664475 | 111-7010-421.43-20 | PART FOR PD UNIT | 190.40 |
| | 8799401764346 | 111-7010-421.43-20 | PART FOR PD UNIT | 212.40 |
| | 8799402664477 | 111-8085-431.43-21 | PARTS FOR SHUTTLE | 166.76 |
| | 8799402458909 | 111-8095-431.61-50 | PARTS FOR PW UNIT | 233.51 |
| | 8799402524901 | 741-8060.431.43-20 | PARTS FOR PW UNIT | 17.44 |
| | 8799402524902 | 741-8060.431.43-20 | PARTS FOR PW UNIT | 13.57 |
| | 8799402524903 | 741-8060.431.43-20 | PARTS FOR PW UNIT | 205.26 |
| | 8799402524904 | 741-8060.431.43-20 | PARTS FOR PW UNIT | 149.40 |
| | | | | 352.93 |
| | | | | \$1,541.67 |
| AGUSTIN LOPEZ | DECEMBER23 | 239-5280-490.51-05 | EMERGENCY RENTAL PROGRAM | 1,600.00 |
| | JANUARY24 | 239-5280-490.51-05 | EMERGENCY RENTAL PROGRAM | 1,600.00 |
| | NOVEMBER23 | 239-5280-490.51-05 | EMERGENCY RENTAL PROGRAM | 1,600.00 |
| AIRESRPING | 181090233 | 113-9050-462.74-10 | CLOUD INTERNET SVCS | \$4,800.00 |
| | | | | 1,113.64 |
| ALADDIN LOCK & KEY SERVICE | 33804 | 111-7010-421.43-20 | KEYS FOR PD UNIT | \$1,113.64 |
| | | | | 111.49 |
| ALAN'S LAWN AND GARDEN CENTER, INC. | 1210853 | 111-8095-431.61-50 | PART FOR PUBLIC WORKS | \$111.49 |
| | 1210856 | 741-8060-431.43-20 | PART FOR PW UNIT | 89.92 |
| | | | | 1,363.10 |
| ALL CITY MANAGEMENT SERVICES, INC | 90723 | 111-7010-421.56-41 | CROSSING GUARD SVCS JAN24 | \$1,453.02 |
| | | | | 12,351.76 |
| | | | | \$12,351.76 |
| ALL STAR ELITE SPORTS | 3968 | 111-6040-451.61-35 | ADULT SPORTS SUPPLIES | 254.32 |
| | | | | \$254.32 |
| AMERICAN EAGLE PROTECTIVE SERVICES | 1454 | 111-6010-451-74-10 | TOY DRIVE SECURITY | 1,702.00 |
| | | | | \$1,702.00 |
| ARROYO BACKGROUND INVESTIGATIONS | 3295 | 111-7010-421-56-41 | BACKGROUND INVESTIGATIONS | 1,500.00 |
| | | | | \$1,500.00 |
| ARTURO GUIZAR | 01302024 | 111-7010-421-59-10 | TRAINING REIMBURSEMENT | 99.29 |
| | | | | \$99.29 |
| AT&T MOBILITY | X01252024 | 111-7040-421.56-41 | PD PHONE SVCS | 6,587.08 |
| | | | | \$6,587.08 |
| AT&T- AUTOPAY | 254715586 | 111-9010-419.53-10 | PUBLIC WORKS YARD | 757.03 |
| | 254844269 | 111-9010-419.53-10 | FREEDOM PARK | 689.26 |
| | 254852700 | 111-9010-419.53-10 | COMMUNITY CENTER | 658.94 |
| | 317316997 | 111-9010-419.53-10 | SALT LAKE CAMERAS | 590.64 |
| | | | | \$2,695.87 |
| AUTO ZONE | 4075887079 | 111-7010-421.43-20 | PARTS FOR PD UNIT | 15.70 |

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| AUTO ZONE | 4075889981 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 23.03 |
| | 4075893415 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 20.79 |
| | 4075893550 | 741-8060-431-43-20 | PARTS FOR PD UNIT | 179.28 |
| | | | | \$238.80 |
| AY NURSERY INC. | 0124766 | 535-8090-452.61-20 | LANDSCAPING TREES-PARKS | 1,962.45 |
| | | | | \$1,962.45 |
| BEHAVIOR ANALYSIS TRAINING LLC | IV00331 | 111-7010-421.59-10 | TRAINING REGISTRATION | 138.00 |
| | IV00337 | 111-7010-421.59-10 | TRAINING REGISTRATION | 138.00 |
| | IV00338 | 111-7010-421.59-10 | TRAINING REGISTRATION | 138.00 |
| | | | | \$414.00 |
| BIG BELLY SOLAR, INC | 50248 | 287-8055-432-56-41 | BIG BELLY SOFTWARE | 9,616.90 |
| | | | | \$9,616.90 |
| BRINK'S INCORPORATED | 6316611 | 111-9010-419-33-10 | MONTHLY BANK SVCS JAN24 | 357.29 |
| | | | | \$357.29 |
| BRIZUELA'S IRON WORK | 0171 | 111-8020-431-43-10 | INSTALL GATE-KELLER PARK | 3,900.00 |
| | 0170 | 111-8023-451-43-10 | MAINT IN FLEET BUILDING | 470.85 |
| | | | | \$4,370.85 |
| BROWNELLS INC | 2024410924771 | 111-7010-421.61-20 | CLEANING MATERIALS PD | 185.82 |
| | | | | \$185.82 |
| CALIFORNIA BUILDING STANDARDS COMM | BSASRF/DEC2023 | 111-0000-322.40-05 | BSASRF FEES | 90.30 |
| | | | | \$90.30 |
| CALIFORNIA DEPARTMENT OF TAX | UST12312023 | 741-8060-431-42-05 | FUEL TAX REFUND | 1,549.00 |
| | | | | \$1,549.00 |
| CATAMOUNT PROPERTIES 2018, LLC | 000025171 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 90.40 |
| | | | | \$90.40 |
| CAVENAUGH & ASSOCIATES | 39502028023005 | 111-7010-421.59-10 | TRAINING REGISTRATION | 620.00 |
| | | | | \$620.00 |
| CHARTER COMMUNICATIONS-AUTOPAY | 0133140011724 | 111-9010-419.53-10 | CITY HALL INTERNET | 2,559.98 |
| | | | | \$2,559.98 |
| CENTRAL FORD | 39155 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 420.14 |
| | 39157 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 481.18 |
| | 39169 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 188.38 |
| | 39312 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 466.00 |
| | 39443 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 219.18 |
| | 39450 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 268.77 |
| | 39208 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 1,056.55 |
| | 39355 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 606.48 |
| | | | | \$3,708.68 |
| CENTRAL SQUARE TECHNOLOGIES LLC | 402633 | 111-9010-419-43-15 | FINANCIAL SYSTEM | 14,885.88 |
| | | | | \$14,885.88 |
| CINDI ADLER | HP410001766 | 111-0000-351.10-10 | CITATION DISMISSED | 55.00 |
| | | | | \$55.00 |

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| CINDYS JUMPERS, LLC | 75064 | 111-6020-451-56-41 | 5K RENTALS | 657.42 |
| CINTAS CORPORATION NO 3 | 4178102144 | 741-8060-431-56-41 | PW UNIFORM CLEANING | \$657.42 |
| | 4179040005 | 741-8060-431-56-41 | PW UNIFORM CLEANING | 479.84 |
| | 4179451129 | 741-8060-431-56-41 | PW UNIFORM CLEANING | 479.84 |
| | 4180906776 | 741-8060-431-56-41 | PW UNIFORM CLEANING | 479.84 |
| | | | | 469.19 |
| CITY AND COUNTY ENGINEERS ASSOC. | COEA-SF-FEB2024 | 111-5010-419-59-15 | YEARLY MEMBERSHIP DUES | \$1,908.71 |
| | | | | 100.00 |
| CLINICAL LAB OF SAN BERNARDINO, INC | 2400170 | 681-6030-461-56-41 | WATER QUALITY TESTING | \$100.00 |
| | | | | 957.00 |
| COMMUNITY VETERINARY HOSPITAL INC | 510414 | 111-7010-421-56-41 | K9 VET SVCS | \$957.00 |
| | 511986 | 111-7010-421-56-41 | K9 VET SVCS | 280.00 |
| | | | | 325.00 |
| CROSSROADS ANIMAL EMERGENCY | 527343 | 111-7010-421-61-20 | K9 CARE SVCS | \$585.00 |
| | | | | 1,922.83 |
| CORPORATE WAREHOUSE SUPPLY | 66439 | 111-9010-419-44-10 | TONER FOR PRINTERS | \$1,922.83 |
| | | | | 1,469.60 |
| COSMEC ASSOCIATES INC | 22935 | 111-7040-421-56-41 | ANNUAL INSPECTION | \$1,469.60 |
| | | | | 1,980.00 |
| COUNTY OF L.A. DEPT OF PUBLIC WORKS | REP24010804261 | 221-8014-429-56-41 | SIGNAL MAINTENANCE DEC 2023 | \$1,980.00 |
| | REP23121103588 | 221-8014-429-56-41 | SIGNAL MAINTENANCE | 888.41 |
| | | | | 742.28 |
| COALITION FOR RESPONSIBLE COMMUNITY | FM1444 | 111-7024-421-56-41 | JANITORIAL SVCS | \$1,630.69 |
| | FM1444 | 111-8020-431-56-41 | JANITORIAL SVCS | 6,429.45 |
| | FM1444 | 111-8022-419-56-41 | JANITORIAL SVCS | 1,858.41 |
| | FM1444 | 111-8023-451-56-41 | JANITORIAL SVCS | 4,125.19 |
| | | | | 12,582.00 |
| | | | | \$24,995.05 |
| CRISTEL CASTANEDA | HP24001506 | 111-0000-351-10-10 | CITATION DISMISSED | 55.00 |
| | | | | \$55.00 |
| DAVID VOLZ DESIGN | 422670 | 114-6010-451-73-10 | PLANS FOR SLP & FREEDOM | 3,750.00 |
| | 422670 | 787-8907-499-73-10 | PLANS FOR SLP & FREEDOM | 1,875.00 |
| | 422670 | 787-8908-499-73-10 | PLANS FOR SLP & FREEDOM | 1,875.00 |
| | | | | \$7,500.00 |
| DAY WIRELESS SYSTEMS | INV811488 | 111-7040-421-56-41 | UPFITTING LABOR | 350.00 |
| | INV811484 | 111-7040-421-56-41 | UPFITTING LABOR | 630.00 |
| | INV811482 | 111-7040-421-56-41 | UPFITTING LABOR | 140.00 |
| | INV806720 | 111-7040-421-56-41 | PD RADIO REPAIR | 912.00 |
| | INV811450 | 111-7040-421-56-41 | PD RADIO REPAIR | 85.00 |
| | INV811455 | 111-7040-421-56-41 | PD RADIO REPAIR | 85.00 |
| | | | | \$2,202.00 |
| DEPARTMENT OF JUSTICE | 705148 | 111-7010-421-56-41 | FINGERPRINT APPS DEC 2023 | 160.00 |
| | | | | \$160.00 |

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| DF POLYGRAPH | 2023/10 | 111-7010-421.56-41 | PD OFFICE SUPPLIES | 200.00 |
| | | | | \$200.00 |
| DOG WASTE DEPOT | 599754 | 535-8090-452-61-20 | DOG WASTE STATION SUPPLIES | 2,447.38 |
| | | | | \$2,447.38 |
| DOMINO CACTUS LLC | 000024749 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 750.00 |
| | | | | \$750.00 |
| DUNN EDWARDS CORPORATION | 2009A22600 | 111-8024-421.43-10 | PAINT FOR PD BUILDINGS | 240.52 |
| | 2009A23217 | 111-8095-431.61-50 | GRAFFITI REMOVAL PAINT | 977.91 |
| | | | | \$1,218.43 |
| EDGAR FELIX | 01222024 | 111-7010-421.59-10 | TRAINING REIMBURSEMENT | 312.50 |
| | | | | \$312.50 |
| EDSTROM KRS JO | HPE120005672 | 111-0000-351-10-10 | CITATION DISMISSED | 70.00 |
| | | | | \$70.00 |
| EMMANUEL SOBERANIS | 01162024 | 111-7010-421.59-10 | TRAINING REIMBURSEMENT | 241.68 |
| | | | | \$241.68 |
| ELITE IRON DOORS & FENCES INC | 22246 | 111-8024-421.43-10 | FIXED GATES-PD BUILDING | 300.00 |
| | | | | \$300.00 |
| EPIC SPORTS, INC. | 7362291 | 111-6030-451-61-35 | YOUTH SPORTS SUPPLIES | 192.43 |
| | | | | \$392.00 |
| EXPRESS TRANSPORTATION SERVICES LLC | HPE02012024 | 111-0000-362.20-15 | FIXED TRANSPORTATION BUS | -2,500.00 |
| | HPE02012024 | 111-8010-431.56-43 | FIXED TRANSPORTATION BUS | 39,330.66 |
| | HPE02012024 | 111-8085-431.56-43 | FIXED TRANSPORTATION BUS | 78,661.34 |
| | DAR02012024 | 111-8085-431.56-45 | DIAL A RIDE SVCS FEB | 69,183.33 |
| | HPE02012024 | 219-0000-340.30-00 | FIXED TRANSPORTATION BUS | -1,556.00 |
| | HPE01012024 | 111-0000-362.20-15 | FIXED TRANSPORTATIONS | -2,000.00 |
| | HEP01012024 | 111-0000-362.20-15 | FIXED TRANSPORTATIONS | -500.00 |
| | HEP01012024 | 111-8010-431-56-43 | FIXED TRANSPORTATIONS | 38,270.00 |
| | HEP01012024 | 111-8085-431-56-43 | FIXED TRANSPORTATIONS | 76,540.00 |
| | DAR01012024 | 111-8085-431-56-45 | DIAL A RIDE SERVICES | 69,183.33 |
| | HEP01012024 | 219-0000-340.30-00 | FIXED TRANSPORTATIONS | -2,260.00 |
| | | | | \$362,352.66 |
| FERGUSON ENTERPRISES INC | 2895601 | 111-8024-421-43-10 | PD RESTROOM REPAIR | 756.46 |
| | | | | \$756.46 |
| GENESIS METALS & SUPPLY CO. INC. | 19136 | 111-8023-451.43-10 | METAL REPAIRS COMM CENTER | 452.56 |
| | | | | \$452.56 |
| GERARDO FLORES | 3064144 | 111-9031-413.52-10 | SETTLEMENT PAYMENT | 100.00 |
| | | | | \$100.00 |
| GRAINGER | 9976685397 | 111-8022-419-43-10 | SUPPLIES FOR CITY HALL | 275.27 |
| | 9976685389 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 142.81 |
| | | | | \$418.08 |
| GREENPOWER MOTOR COMPANY, INC. | M-013024-002 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 315.51 |
| | M-013024-003 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 315.51 |
| | | | | \$631.02 |

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|----------------------------------|----------------|--------------------|--------------------------|---------------------|
| HAJOCA CORPORATION | S170364398.001 | 111-8022-419.43-10 | FAUCETS FOR CITY HALL | 925.24 |
| | S170372458.001 | 111-8022-419.43-10 | FAUCETS FOR CITY HALL | 241.42 |
| | | | | \$1,166.66 |
| HASA, INC. | 939977 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE WELL | 340.49 |
| | 940956 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE 12 | 527.69 |
| | 940955 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE 18 | 408.59 |
| | | | | \$1,276.77 |
| HEALTH AND HUMAN RESOURCE CENTER | E0297594 | 111-0000-217.50-60 | EMPLOYEE WELLNESS PRG | 213.84 |
| | | | | \$213.84 |
| HESS, LASON LEE | 000022795 | 681-0000-228.70-00 | WATER DEPOSIT REFUND | 75.32 |
| | | | | \$75.32 |
| HECTOR G. MORENO | 5328 | 111-8060-466.33-20 | TAEKWONDO CLASS | 936.00 |
| | 5329 | 111-8060-466.33-20 | TAEKWONDO CLASS | 1,144.00 |
| | 5330 | 111-8060-466.33-20 | TAEKWONDO CLASS | 936.00 |
| | | | | \$3,016.00 |
| HENRY ANDRADE | 01292024 | 111-7010-421.59-10 | TRAINING REIMBURSEMENT | 103.85 |
| | | | | \$103.85 |
| HOME DEPOT - PUBLIC WORKS | 4632642 | 111-8020-431-61-20 | PLUMBING REPAIR TOOLS | 223.71 |
| | 9371158 | 111-8022-419-43-10 | MATERIALS FOR HR DOOR | 51.89 |
| | 7273419 | 111-8023-451-43-10 | TOOLS FOR PARK REPAIR | 683.34 |
| | 6371165 | 111-8023-451-43-10 | TOOLS FOR PARK REPAIR | 290.97 |
| | 1273910 | 111-8024-421-43-10 | MATERIALS FOR PD REPAIRS | 483.02 |
| | 514349 | 111-8095-431-61-50 | MATERIALS FOR PD REPAIRS | 308.30 |
| | 3013892 | 221-8010-431-61-21 | PLYWOOD FOR PW | 1,147.18 |
| | 3524407 | 221-8010-431-61-21 | OPERATIONS MATERIAL | 827.89 |
| | 507027 | 221-8010-431-61-21 | OPERATIONS MATERIAL | 970.63 |
| | | | | \$6,388.53 |
| INFRAMARK LLC | 107473 | 283-8040-432.56-41 | ROUTINE MAINTENANCE | 14,297.04 |
| | 107473 | 681-8030-461.56-41 | ROUTINE MAINTENANCE | 110,211.74 |
| | | | | \$124,508.78 |
| J SQUARED | 127 | 681-8030-461.56-41 | PROFESSIONAL SERVICES | 630.00 |
| | | | | \$630.00 |
| JCL TRAFFIC | 122804 | 221-8012-429.61-20 | NO PARKING SIGNS | 1,023.12 |
| | | | | \$1,023.12 |
| JERRY'S AUTO BODY, INC. | 33020 | 111-7010-421.43-20 | PD UNIT REPAIR | 4,997.11 |
| | 33043 | 111-7010-421.43-20 | PD UNIT REPAIR | 5,119.42 |
| | | | | \$10,116.53 |
| JONATHAN LOPEZ | 23BFSCO1422 | 111-9031-413.32-70 | SETTLEMENT PAYMENT | 3,380.00 |
| | | | | \$3,380.00 |
| JTB SUPPLY COMPANY INC | 112964 | 111-8010-431-61-20 | PW CLEANING SUPPLIES | 277.83 |
| | 113025 | 221-8014-429.61-20 | TRAFFIC SIGNAL SUPPLIES | 5,950.58 |
| | | | | \$6,228.41 |
| JUAN ABAD | HP390001009 | 111-0000-351.10-10 | CITATION DISMISSED | 45.00 |
| | | | | \$45.00 |

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| JULIO MORENO | 527343 | 111-7010-421.61-20 | K9 TRAINING REIMBURSEMENT | 150.98 |
| KIA OF CERRITOS | 5173371 | 111-7010-421-43-20 | PARTS FOR PD UNIT | \$150.98 |
| KIMBALL MIDWEST | 101849629 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 62.31 |
| | 101856854 | 741-8060-431-43-20 | PW FLEET SUPPLIES | \$62.31 |
| | 1018547377 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 220.28 |
| | 101840259 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 157.66 |
| | 101842174 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 112.37 |
| | | | PW FLEET SUPPLIES | 567.61 |
| | | | PW FLEET SUPPLIES | 546.29 |
| | | | | \$1,604.21 |
| LADAYU CONSULTING GROUP | 1 | 787-8913-499-76-06 | CIP 2019-02 CONSTRUCTION MGMT | 960.00 |
| LAN WAN ENTERPRISE, INC | 74822 | 111-3010-415.74-10 | DESKTOP COMPUTERS | \$960.00 |
| | 74858 | 111-9010-419.43-15 | IT SERVICES FEES FEB 2024 | 4,340.88 |
| | 74858 | 111-9010-419.43-15 | IT SERVICES FEES FEB 2024 | 26,361.30 |
| | 74905 | 111-7040-421.56-41 | MONTHLY ADD ONS | 26,361.30 |
| | 74822 | 111-9010-490.73-10 | DESKTOP COMPUTERS | 4,891.00 |
| | 74846 | 111-9010-490.73-10 | WINDOW SOFTWARE | 10,128.81 |
| | | | | 5,520.00 |
| | | | | \$77,603.29 |
| LB JOHNSON HARDWARE CO. | 130520 | 221-8014-429-61-20 | PW TRAFFIC SIGNAL PARTS | 32.81 |
| | 130602 | 221-8014-429-61-20 | TRAFFIC SIGNAL SUPPLIES | 100.72 |
| LINDE GAS & EQUIPMENT INC. | 40407163 | 535-8016-431-61-45 | WELDING MATERIALS | \$133.53 |
| LUXURY AUTO BODY | PW6040 | 111-7010-421.43-20 | PD UNIT 915 REPAIR | 375.86 |
| | | | | \$375.86 |
| MAYWOOD MUTUAL WATER COMPANY, NO. 1 | 1172024 | 681-8030-461.62-20 | WATER CONSUMPTION REPORTS | 2,765.15 |
| | | | | \$2,765.15 |
| MCMASTER-CARR SUPPLY CO. | 20902430 | 221-8014-429-61-20 | TRAFFIC SIGNAL SUPPLIES | 1,200.00 |
| | | | | \$1,200.00 |
| MEGA OUTDOOR MOVIES | 21710449 | 111-6020-451-61-35 | TOY DRIVE RENTALS | 168.04 |
| | | | | \$168.04 |
| MICHAEL BAKER INTERNATIONAL INC. | 1203562 | 113-9050-462.56-41 | PROF SVCS ARPA REPORTING | 888.42 |
| | | | | \$888.42 |
| MUNICIPAL WASTE SOLUTIONS | 2015 | 285-8050-432.56-41 | SB1383 CALRECYCLE SVCS | 3,500.00 |
| | | | | \$3,500.00 |
| NAPA AUTO PARTS | 542980 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 6,555.00 |
| | 579908 | 741-8060-431-43-20 | PW SHOP SUPPLIES | \$6,555.00 |
| | 542594 | 741-8060-431-43-20 | PW SHOP SUPPLIES | 54.99 |
| | 551842 | 741-8060-431-61-20 | FLEET SUPPLIES | 118.79 |
| | | | | 33.98 |
| | | | | 27.98 |
| | | | | \$235.74 |
| NATIONAL TRAINING CONCEPTS, INC. | 24-044 | 111-7010-421.59-10 | TRAINING REGISTRATION | 315.00 |
| | | | | \$315.00 |

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| NEW CHIEF FASHION INC. | 1071412 | 111-7010-421-61-20 | PD UNIFORMS | 209.43 |
| NIDIA PEREZ | HP100005026 | 111-0000-351.10-10 | CITATION DISMISSED | \$209.43 |
| NORM REEVES FORD SUPERSTORE | 313054 | 111-7010-421-43-20 | PD UNIT MAINTENANCE | 70.00 |
| | 962862 | 111-7010-421-43-20 | PD UNIT MAINTENANCE | \$70.00 |
| | 313060 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 142.57 |
| | 313061 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 130.00 |
| | 313062 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 515.66 |
| | 313063 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 183.45 |
| | 313064 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 340.84 |
| | 312679 | 741-8060-431-43-20 | PARTS FOR SHUTTLE | 466.68 |
| | | | PARTS FOR SHUTTLE | 185.05 |
| | | | PARTS FOR SHUTTLE | 116.07 |
| NORTH STAR LAND CARE | 1601-690 | 535-8090-452.56-60 | LANDSCAPING SVCS | \$2,080.32 |
| O'REILLY AUTO PARTS | 2959-431075 | 111-7010-421-43-20 | PARTS FOR PW FLEET | 37,617.75 |
| | 2959-433797 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 33.00 |
| | 2959-433819 | 111-7010-421-43-20 | PARTS FOR PD UNIT | 27.64 |
| | 2959-430214 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 239.24 |
| | 2925-431129 | 111-8085-431-43-21 | PARTS FOR SHUTTLE | 33.69 |
| | 2959-429402 | 741-8060-431-43-20 | PW FLEET SUPPLIES | 108.97 |
| | 2959-430987 | 741-8060-431-43-20 | TOOLS FOR ALL UNITS | 575.80 |
| | 2959-432539 | 741-8060-431-43-20 | PARTS FOR FLEET UNITS | 40.86 |
| | | | | 96.03 |
| OTC BRANDS, INC | 728123117-01 | 111-6020-451-61-35 | TREE LIGHTING SUPPLIES | \$1,155.23 |
| PARKINK | 29360 | 111-6030-451-61-35 | STAFF SWEATSHIRTS | 164.88 |
| PARS | 54326 | 111-9010-419.56-41 | PARS ARS FEES | \$164.88 |
| | 54387 | 111-9010-419.56-41 | PARS REP FEES | 1,311.75 |
| | | | | \$1,311.75 |
| PEDRO OCEGUERA | HP050037171 | 111-0000-351.10-10 | CITATION DISMISSED | 527.54 |
| | | | | 2,687.83 |
| | | | | \$3,215.37 |
| PIITNEY BOWES | 3106517961 | 111-7040-421-56-41 | POSTAGE LEASE - PD | 55.00 |
| PRO FORCE LAW ENFORCEMENT | 540611 | 111-7010-421-61-20 | PD AMMUNITION SUPPLIES | \$55.00 |
| PURCHASE POWER | 800090000144JAN | 111-7040-421.56-41 | POSTAGE FEES | 593.32 |
| | | | | \$593.32 |
| QUALITY CODE PUBLISHING LLC | GC10013056 | 111-1010-411-56-41 | WEBSITE MONTHLY MAINT | 1,192.55 |
| RESOURCE BUILDING MATERIALS | 3736676 | 221-8010-431.61-21 | SUPPLIES FOR PW | \$1,192.55 |
| RIO HONDO COLLEGE | 2324-RG-HUNTING | 111-7010-421-56-41 | PD RANGE FEES | \$22.30 |
| | | | | \$522.30 |
| | | | | 195.00 |
| | | | | \$195.00 |
| | | | | 1,247.40 |
| | | | | \$1,247.40 |
| | | | | 1,500.00 |

City of Huntington Park
Demand Register
WR 2/20/2024

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|------------------------------------|----------------|--------------------|----------------------------------|--------------------|
| RIO HONDO COLLEGE | W24-41-ZHPK | 111-7010-421-59-10 | FIELD TRAINING TUITION | 89.00 |
| ROADLINE PRODUCTS INC | 19507 | 221-8012-429-61-20 | PARTS FOR PW UNIT | \$1,589.00 |
| RUTH ZUNIGA | HP410001523 | 111-0000-351.10-10 | PARTIAL CITATION REFUND | 4,497.10 |
| SAUL RODRIGUEZ | 01082024 | 111-7010-421-59-10 | TRAINING REIMBURSEMENT | \$4,497.10 |
| | 01292024 | 111-7010-421-59-10 | TRAINING REIMBURSEMENT | 386.00 |
| SMART & FINAL | 4790010011601 | 111-6065-451-57-46 | SENIOR DANCE SUPPLIES | \$386.00 |
| | 4790010039801 | 111-6065-451-57-46 | SENIOR DANCE SUPPLIES | \$386.00 |
| SOUTHSTAR ENGINEERING & CONSULTING | COHP-012/2 | 222-8080-431-76-20 | ATP CYCLE 3 CONSTRUCTION | 441.69 |
| SPARKLETTS | 15142085012524 | 111-9010-419-61-20 | DRINKING WATER-CITYWIDE | 311.53 |
| | 19438227011024 | 111-9010-419-61-20 | DRINKING WATER PD | \$753.22 |
| SPARTANS CARWASH | 180 | 111-7010-421-43-20 | PD VEHICLE CARWASH | 22.96 |
| | 181 | 111-7010-421-43-20 | PD VEHICLE CARWASH | 17.22 |
| | 182 | 111-7010-421-43-20 | PD VEHICLE CARWASH | \$753.22 |
| | 183 | 111-7010-421-43-20 | PD VEHICLE CARWASH | 3,817.50 |
| | 183-2 | 111-7010-421-43-20 | PD VEHICLE CARWASH | 234.37 |
| | 304 | 111-7010-421-43-20 | PD VEHICLE CARWASH | 429.83 |
| | 305 | 111-7010-421-43-20 | PD VEHICLE CARWASH | \$429.83 |
| STACY MEDICAL CENTER | 3160-53460 | 111-7010-421.56-41 | PRE-BOOKING EXAMS | 275.00 |
| STEVE FORSTER | 103 | 111-5010-419-59-15 | REIMBURSEMENT | 275.00 |
| SOUTHERN CALIFORNIA EDISON-AUTOPAY | 600000505218 | 111-9010-419-53-10 | TRAFFIC SIGNAL VARIOUS LOCATIONS | 275.00 |
| | 600001001332 | 111-9010-419-62-10 | STREET LIGHT VARIOUS LOCATIONS | 275.00 |
| | 700116911821 | 111-9010-419-62-10 | COURT HOUSE ELECTRIC SVCS | 275.00 |
| | 600001001332 | 681-8030-461.62-20 | STREET LIGHT VARIOUS LOCATIONS | 275.00 |
| | 700544129426 | 681-8030-461.62-20 | BEAR/FLORENCE | 275.00 |
| | 700131643996 | 111-9010-419-62-10 | VARIOUS CITY PARKING LOTS | 275.00 |
| | 700131643996 | 111-9010-419-62-10 | POLICE SEPT ELECTRICITY SVCS | 275.00 |
| | 700350430934 | 681-8030-461.62-20 | WATER WELLS ELECTRICITY SVCS | 275.00 |
| | 700568462884 | 111-9010-419-62-10 | PUBLIC WORKS ELECTRICITY SVCS | 275.00 |
| | 700375713073 | 111-9010-419-62-10 | 55 ST/ PACIFIC BLVD SVCS | 275.00 |
| T2 SYSTEMS CANADA INC. | IRIS0000131263 | 111-5055-419.56-41 | T2 MONTHLY STATEMENT | 340.00 |
| THE REGIONAL TRAINING CENTER | 2313 | 111-7010-421-59-10 | TUITION REGISTRATION | \$1,825.00 |
| | | | | 1,092.50 |
| | | | | \$1,092.50 |
| | | | | 115.00 |
| | | | | \$115.00 |
| | | | | 14,536.43 |
| | | | | 72,666.30 |
| | | | | 22,499.35 |
| | | | | 31,142.71 |
| | | | | 26,306.40 |
| | | | | 1,345.17 |
| | | | | 38,102.87 |
| | | | | 166,600.47 |
| | | | | 8,160.28 |
| | | | | 311.54 |
| | | | | \$381,671.52 |
| | | | | 2,370.00 |
| | | | | \$2,370.00 |
| | | | | 3,500.00 |
| | | | | \$3,500.00 |

City of Huntington Park
Demand Register
WR 2/20/2024

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|----------------|--------------------|-----------------------------|--------------------|
| T-MOBILE USA | 12212023 | 111-9010-419-53-10 | MOBILE FOR PARKS | 1,103.68 |
| | 975956065 | 111-9010-419-53-10 | MOBILE FOR DEPT HEADS | 489.99 |
| | 975956264 | 111-9010-419-53-10 | MOBILE FOR CODE ENFORCEMENT | 405.30 |
| THE GAS COMPANY-AUTOPAY | 06992272119 | 111-9010-419-62-10 | GAS SVCS - CITY HALL | \$1,998.97 |
| TOMAS PEREZ | 01152024 | 111-7010-421-59-10 | TRAINING REIMBURSEMENT | 7,502.45 |
| TOWN HALL STREAMS | 15425 | 111-1010-411-56-41 | COUNCIL MEETING STREAMS | 85.22 |
| TYLER TECHNOLOGIES, INC. | 045-453677 | 113-9050-419-43-15 | FINANCIAL SYSTEM | \$85.22 |
| U.S. ARMOR CORPORATION | 44830 | 111-7010-421-73-10 | PD EQUIPMENT | 300.00 |
| ULINE | 173195264 | 111-8010-431-61-20 | STREET MATERIALS | \$300.00 |
| | 173267886 | 111-8010-431-61-20 | ELECTRICAL SUPPLIES PW | 5,040.00 |
| | 173594139 | 111-7010-421-61-20 | PD LOCKER REPAIR | \$5,040.00 |
| UNDERGROUND SERVICE ALERT OF SO CAL | 120240128 | 221-8014-429-56-41 | MONTHLY FEES-JAN | 812.18 |
| | 23-2424192 | 221-8014-429-56-41 | MONTHLY FEES-JAN | \$812.18 |
| UPWARD SOLUTIONS | 24-0107 | 111-5010-419-56-41 | PUBLIC AFFAIRS SERVICES | 650.35 |
| URBAN RESTORATION GROUP US,INC. | 00041047 | 111-8095-431-61-50 | GRAFFITI REMOVAL SUPPLIES | 722.54 |
| VICTORIA TIRE CENTER DRIVE | 148260 | 111-7010-421-43-20 | PD UNIT WHEEL ALIGNMENT | 467.88 |
| VOLLMER-GRAY ENGINEERING LAB | INV-2125 | 111-9031-413-52-30 | PROFESSIONAL SERVICES | \$1,840.77 |
| WALTERS WHOLESALE ELECTRIC COMPANY | S124764177.002 | 111-8020-431-43-10 | SUPPLIES FOR PW BUILDING | 263.75 |
| WEST GOVERNMENT SERVICES | 849623354 | 111-7040-421-56-41 | MONTHLY SUBSCRIPTION SVCS | 111.04 |
| WESTERN COLLOID S.C. INC. | 30116 | 111-8020-431-43-10 | ROOF MATERIALS FOR PW | \$374.79 |
| WESTERN EXTERMINATOR COMPANY | 56926021 | 111-8024-421-43-10 | TERMITE TREATMENT SVCS | 5,000.00 |
| WEX BANK | 95022234 | 111-7010-421-43-20 | PD FUEL PURCHASE | \$982.32 |
| WMFY WE MAIL FOR YOU INC | 75640 | 111-0310-413-56-42 | 2024 HP NEWSLETTER | 65.00 |
| XEROX FINANCIAL SERVICES | 5223495 | 111-8020-431-43-05 | COPIER LEASE PAYMENT | \$65.00 |
| | 5223495 | 285-8050-432-43-05 | COPIER LEASE PAYMENT | \$65.00 |

City of Huntington Park
Demand Register
WR 2/20/2024

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|--------------------------|----------------|--------------------|----------------------|--------------------|
| XEROX FINANCIAL SERVICES | 5223495 | 681-8030-461-43-05 | COPIER LEASE PAYMENT | 119.98 |
| | | | | \$359.92 |
| | | | | \$1,249,511.14 |

ITEM 3



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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:

APPROVAL OF FILMING AT THE COURTHOUSE BUILDING AND RENTAL CONTRACT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize filming at the City of Huntington Park Courthouse Building; and
2. Authorize the City Manager to prepare and execute an agreement with Netflix Productions, LLC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Community Development Department was approached by a filming company (Netflix Productions, LLC.) as to the potential use of the City's vacant courthouse building for filming purposes. While the City has a permit process for filming and still photography, it is silent on cost recovery for the use and occupancy of City facilities. Negotiations ensued with Netflix Productions, LLC. to vet the terms of an agreement that would be amenable to the City. Netflix Productions, LLC. is requesting to use the facility for a period of seven (7) to ten (10) days starting approximately at the end of February 2024. In addition, Netflix Productions, LLC. would also need a portion of the east parking lot for film trucks and performers to park. The TV/reality filming would not include any adult entertainment or nudity as part of the approval. Netflix Productions, LLC, would also be responsible for securing all appropriate permits from other governmental agencies as necessary.

FISCAL IMPACT/FINANCING

The purposed rental fee is \$2,000 per day for any and all days the building would need to be used and or otherwise occupied. The daily rate shall include 10 parking spaces. If filming cannot take place or activities are not on site, the City would still collect the daily rate if the building could not be used by the City. In addition, site utilities will be paid by a pro rata share after seven (7) days.

**APPROVAL OF FILMING AT THE COURTHOUSE BUILDING AND RENTAL
CONTRACT**

February 20, 2024

Page 2 of 2

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Steve Forster', with a stylized, flowing script.

STEVE FORSTER
Community Development Director

Attachment "A" Draft License Agreement

ATTACHMENT A

Attachment "A"

LICENSE AGREEMENT (Netflix Productions, LLC)

This License Agreement ("License Agreement") is dated for reference purposes only as of February 7, 2024, is made by and between the CITY OF HUNTINGTON PARK, a public body, corporate and politic ("Agency" or "Licensor") and Netflix Productions, LLC, a Delaware limited liability company ("Licensee"). Agency and Licensee are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Agency is the owner of that certain real property located in the City of Huntington Park, County of Los Angeles, State of California (the "Property" and/or "Licensed Site"), commonly known as the property located on the 6550 Miles Ave. Huntington Park, Ca. 90255 (commonly known as the "Courthouse Building"), California depicted in Exhibit "A" attached hereto and incorporated herein by reference and being Assessor's Parcel Numbers 6322-009-904

B. Licensee desires to film a series currently entitled "Monsters" ("Project") at locations within the City of Huntington Park, California.

C. Licensee desires to use the Property for filming, vehicular parking, film staging, catering, equipment storage and personnel assemblage in connection with the Project ("Permitted Uses").

NOW THEREFORE, Agency and Licensee agree as follows:

1. **LICENSE.** For good and valuable consideration receipt of which is hereby acknowledged, Agency hereby agrees to provide a license (the "License") for Licensee to enter upon and use the Property for the Permitted Uses and for no other use.

2. **LICENSE FEE AND DEPOSIT.** As consideration for the License granted by the Agency, Licensor shall pay to Agency the sum of **\$2,000 per day, plus utility costs. \$25 per Day for each spot beyond 10 provided as part of this Agreement.** The term of the agreement shall commence on February 28, 2024, and terminate on April 1, 2024.

3. **TERM.** The License granted herein shall be effective from February 28, 2024, to April 1, 2024, and ending on midnight of the last day ("License Period"). On or before the termination of the License, Licensee shall remove all equipment, materials, personal property and vehicles, secure the Licensed Site, and return possession to the Agency. If the Licensed Site is not cleared by the termination of the License Period, Agency may utilize self-help and or the Security Deposit to remove all materials and vehicles and charge Licensee for the removal cost of clearance and storage. Either Party has the right to terminate this License by giving the other Party seven (7) calendar days prior written notice of termination.

4. **CONDITIONS.** Licensee agrees to follow all necessary requirements as required by the Agency, including the following:

a. Procuring a City Business License (if applicable) and any permits necessary.

b. Prior to entry onto the Licensed Site, and at Licensee's expense, Licensee shall fully secure the Licensed Site by means determined by the Licensee.

c. Throughout the License Period, Licensee shall maintain the Licensed Site in good condition and repair and shall keep the property free of trash and debris and shall maintain the property in good condition to the satisfaction of Licensor. The Licensee shall always keep the Licensed Site fully secure. The licensee shall return the Licensed Site in a clean condition and in the same or better condition as of the date of this License Agreement, reasonable wear and tear for the use permitted hereunder excepted.

d. Licensee shall take all measures necessary to prevent the introduction of any hazardous materials, as may be defined by any state or federal laws, onto the Property. In the event any hazardous materials introduced onto the Property as the result of Licensee's Permitted Uses, Licensee shall cause the removal of such hazardous materials in accordance with all applicable laws and regulations within thirty (30) days of the termination of this License. The Indemnity provisions of this License shall include the hazardous materials obligation of this subsection d.

5. **WAIVER AND RELEASE.** For and in consideration of permitting Licensee to use the Licensed Site, and except to the extent arising from Licensor's gross negligence and or willful misconduct, Licensee hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to Licensee, Licensee's officers, agents, employees, guests, representatives and assigns arising as a result of entering the Licensed Site and engaging in the Permitted Uses or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue.

Licensee does for itself, its officers, agents, employees, guests, representatives and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for Licensee's officers, agents, employees, guests, representatives and assigns and agrees that under no circumstances will Licensee, Licensee's officers, agents, employees, representatives and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Agency or any of their elected and appointed council members, mayor, employees, volunteers, attorneys and agents for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

6. **INDEMNITY.**

Except to the extent arising from Indemnitees' gross negligence, negligence and/or willful misconduct, Licensee and Agency agree that Agency, its employees, agents and officials (collectively "Indemnitees") should, to the extent permitted by law, be fully protected, indemnified and defended from any verifiable and substantiated loss, injury, damage, third party claim, lawsuit, cost, expense, reasonable outside attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this License Agreement. The provisions of this section are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Indemnitees. Licensee acknowledges that Agency would not enter into this License Agreement in the absence

of the commitment of Licensee to indemnify and protect Indemnitees as set forth herein.

Parties agree that Licensee's indemnity obligations shall be comparatively reduced to the extent that the claim is caused by the negligent, grossly negligent or intentional act of Indemnitees, any contractor of Indemnitees, or any other party indemnified hereunder; and provided further, that the foregoing indemnity will not apply if the claim is caused in whole by Indemnitees, any contractor of Indemnitees, or any other party indemnified hereunder.

To the full extent permitted by law, and except to the extent arising from Indemnitees' gross negligence, negligence and/or willful misconduct, Licensee shall indemnify, defend and hold harmless Indemnitees from any verifiable and substantiated liability, third party claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by Indemnitees, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this License Agreement, provided however, that Licensee's indemnity obligations shall be comparatively reduced to the extent the claim is caused in part by the negligent, grossly negligent, or intentional act of Indemnitees, any contractor of Indemnitees or any other Party indemnified hereunder; and provided further, that the foregoing indemnity will not apply if the claim is caused in whole by Indemnitees, any contractor of Indemnitees, or any other Party indemnified hereunder. All obligations under this provision are to be paid by Licensee as they are incurred by Indemnitees.

Without affecting the rights of Agency under any provision of this License Agreement or this section, Licensee shall not be required to indemnify and hold harmless Indemnitees as set forth above for liability attributable to the fault of Indemnitees, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

Licensee has no obligation under this License Agreement for liability proven in a court of competent jurisdiction or by written agreement between the Parties to be the sole fault of Indemnitees.

In addition, the parties hereto hereby specifically waive each and all of the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The obligations of Licensee under this or any other provision of this License Agreement will not be limited by the provisions of any workers' compensation act or similar act. A licensee expressly waives its statutory immunity under such statutes or laws as to Agency, their employees and officials.

Licensee agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each subcontractor, or any other person or entity

involved by, for, or with or on behalf of Licensee in the performance or subject matter of this License Agreement. In the event Licensee fails to obtain such indemnity obligations from others as required here, Licensee agrees to be fully responsible according to the terms of this section.

Failure of either Party to monitor compliance with these requirements imposes no additional obligations on the Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein is binding on the successors, assigns, or heirs of Licensee and shall survive the termination of this License Agreement or this section.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the License Agreement or any additional insured endorsements that may extend to Indemnitees.

In the event there is more than one person or entity named in the License Agreement as a Licensee, then all obligations, liabilities, covenants, and conditions under this instrument shall be joint and several.

7. INSURANCE. Prior to the execution of this License Agreement, Licensee shall furnish or shall cause to be furnished, to the Agency, duplicate originals or appropriate certificates of Comprehensive General Liability Insurance, insuring the Agency and its officers, employees, agents and contractors against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage on the Licensed Site in the amount of at least two million dollars (\$2,000,000) combined single limit coverage. Such insurance shall include Blanket Contractual Liability Coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add the Agency as additional insureds, and to provide that such coverage shall be primary, and that any insurance maintained by the Agency shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Agency. Licensee shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that any contractor with whom it has contracted for any work or services on the Licensed Site or with whom it has contracted to perform maintenance work on the Licensed Site carries workers compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the Agency. Licensee shall also furnish or cause to be furnished to the Agency evidence that all employees or agents of Licensee hired to work at the Licensed Site and any employees or agents of Licensee hired to perform maintenance work on the Licensed Site are covered by Licensee's workers compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits.

Licensee shall not allow persons' entry onto the Licensed Site who are not hired as employees, agents, or contractors of Licensee for the purpose of performing work, including improvements, of any kind. Nor shall Licensee allow persons entry onto the Licensed Site who are not hired as employees, agents, or contractors of Licensee for the purpose of providing maintenance work.

All insurance policies required by this Section shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII", shall be nonassessable and shall contain language to the effect that (a) the policies are primary and noncontributing with any insurance that may be carried by Agency, (b) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to Agency, and (c) Agency shall not be liable for any premiums or assessments. All such insurance shall have deductible limits reasonably satisfactory to the Agency and shall contain cross liability endorsements.

8. **PHOTOGRAPHY RIGHTS.** Licensor acknowledges and agrees that Licensee has the right to photograph, film and record the Property and all designs, sets, structures, furnishings, works of art and other objects located in or around the Property (the "Recordings"). Furthermore, Licensor acknowledges and agrees Licensee has the right to use, exhibit and otherwise exploit all such Recordings for use in and in connection with the Project, in all media, now known or hereafter devised, in perpetuity throughout the universe, including without limitation in and in connection with any advertising, promotion, publicity or other material related to the Project. The licensor's sole remedy for any breach of this License Agreement shall be an action at law for monetary damages. Licensor shall not be entitled to injunctive relief with respect to the foregoing Recordings.

9. **SUCCESSORS.** This License Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, and transferees of the Parties hereto.

10. **ENTIRE AGREEMENT; ATTORNEY FEES.** This License Agreement represents the entire agreement of the Parties with respect to the matters set forth herein and supersedes any prior written or oral agreements between them respecting the subject matter herein. This License Agreement may not be amended except in a writing signed by both Parties hereunder. If either Party brings an action or files a proceeding in connection with the enforcement of its respective rights or because of any breach by the other Party of its obligations hereunder, then the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and costs paid by the losing Party.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. **NOTICES.** Any notices regarding this License Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Licensee's and Agency's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to Agency:

City of Huntington Park
Community Development Department
6550 Miles Ave.
Attn: Ricardo Reyes
Phone: 323-582-6161
Fax: 323-584-6244

If to Licensee:

Netflix Productions, LLC
5808 Sunset Blvd., 12th Floor.
Los Angeles, CA 90028
Attn: Chris Hayden, Unit Production
Manager
Phone: (323) 860-7800

With a courtesy copy to:

Arnold M. Alvarez-Glasman, Agency Attorney
Alvarez-Glasman & Colvin
13181 Crossroads Parkway North
West Tower, Suite 400
Industry, CA 91746
Telephone: (562) 699-5500
Facsimile: (562) 692-2244

13. **ASSIGNMENT AND/OR TRANSFER.** Licensee will not assign, transfer or sell this License or any privilege hereunder in whole or in part without the prior written consent of Licensors. Any attempt to do so will be void and confer no right on any third party. In the case of a permitted assignment or transfer, this agreement shall be binding on the assigns, transferees, successors, and heirs of Licensee.

14. **PROPERTY RIGHTS.** Nothing contained herein shall be deemed to be an acceptance of ownership or control of all or any portion of the Property for any reason whatsoever, including but not limited to, liability for or maintenance of the Property. Nothing contained herein shall be deemed to grant Licensee any possessory interest whatsoever in the Property.

15. **DAMAGE.** Licensee and its officers, employees, contractors, subcontractors and agents shall not damage the Property or commit waste thereon.

16. **COMPLIANCE WITH THE LAW.** Licensee shall comply with all federal, state and local laws and ordinances applicable to the Permitted Uses and all operations, work and services of Licensee on and around the Property.

17. **LICENSES AND PERMITS.** This license is conditioned upon the Licensee obtaining all governmental permits, licenses and/or approvals enabling Licensee to conduct the Permitted Uses on and around the Property and maintaining the applicable permits and/or licenses for the conduct of the Permitted Uses for the full term, including any extensions, of the license granted by this Agreement.

18. **AUTHORITY.** The persons signing this Agreement warrant that they are fully authorized to sign this License Agreement on behalf of Licensors and Licensee respectively.

IN WITNESS WHEREOF, this License Agreement has been executed as of the date below the Parties names.

(Signatures on the following page)

CITY OF HUNTINGTON PARK

Netflix Productions, LLC

By: _____
Ricardo Reyes, City Manager

By: _____
(Chris Hayden, Unit Production Manager)

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman,
Agency Counsel

Eduardo Sarmiento,
City Clerk

EXHIBIT "A"

Property Depiction

DRAFT

ITEM 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 OF RESOLUTION 2024-02 TO PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM AND COOPERATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Resolution 2024-xx to participate in the National Flood Insurance program and cooperate with the federal emergency management agency.
2. Authorize the Community Development Department to begin processing a floodplain management ordinance that meets or exceeds the minimum National Flood Insurance management programs criteria.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In August 2023 California was impacted by a Pacific Hurricane- "Hurricane Hilary". The hurricane cane brought rainfall and strong winds that lead to weather advisories for the City of Huntington Park. Sandbag distributions were created to ensure properties within the City did not suffer damage to their homes and minimize public and private losses due to flooding. Implementing a flood insurance program can attract investment in infrastructure projects when they see measures in place that proactively manage potential risks.

Title 9, Chapter 1 of the Huntington Park Municipal Code established that the development and use of land and structures requires comprehensive regulation through the implementation of planning and zoning, and that planning and zoning controls shall be implemented by local government to secure the public safety, promote health and general welfare, and promote the conservation of natural resources.

FACTS AND PROVISIONS

Flooding affects various regions, catching many property owners off guard as standard homeowners' insurance does not cover flood damage. To address this, the U.S. Congress initiated the National Flood Insurance Program (NFIP) in 1968. Administered

**CONSIDERATION AND APPROVAL OF RESOLUTION 2024-XX TO PARTICIPATE
IN THE NATIONAL FLOOD INSURANCE PROGRAM AND COOPERATE WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

February 20, 2024

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by the Federal Emergency Management Agency (FEMA), NFIP allows property owners in participating communities to purchase flood insurance as a safeguard. Residents in Huntington Park can obtain flood insurance through licensed agents and brokers working directly with FEMA or through private insurance companies in the Write Your Own (WYO) program. Coverage encompasses direct physical loss from a flood, defined as a general and temporary condition of inundation. The policy excludes losses caused by earth movement, such as earthquakes, landslides, and gradual erosion. It is important for property owners to engage with their insurance agents or contact the NFIP regarding coverage.

FISCAL IMPACT

A flood insurance program helps mitigate the financial risks associated with flood-related damage. Participating in a federally backed flood insurance program allows for potential eligibility for federal assistances and grants. In the event of a disaster which would be a significant relief for the City.

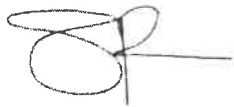
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Director of Community Development

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
STATE OF CALIFORNIA, TO PARTICIPATE IN THE NATIONAL FLOOD
INSURANCE PROGRAM AND COOPERATE WITH THE FEDERAL EMERGENCY
MANAGEMENT AGENCY**

WHEREAS, the City Council recognizes the increasing risks and challenges associated with unforeseen flooding and the potential impact on its residents and properties; and

WHEREAS, participation in the National Flood Insurance Program (NFIP) provides crucial resources and support to enhance the City of Huntington Park’s resilience and preparedness for flood-related events; and

WHEREAS, joining the National Flood Insurance Program demonstrates the City of Huntington Park's commitment to mitigating flood risks, protecting its residents, and ensuring responsible land use planning; and

WHEREAS, collaboration with the Federal Emergency Management Agency (FEMA) is essential for effective disaster preparedness, response and recovery efforts as floods pose a significant threat to public safety, property, and the general welfare of the community; and

WHEREAS, participating in the National Flood Insurance Program and cooperating with the Federal Emergency Management Agency will strengthen the City of Huntington Park's ability to address environmental challenges posed by flood-related events; and

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

SECTION 1: The City of Huntington Park affirms its commitment to participating in the National Flood Insurance Program as a vital component of its strategy to manage and reduce flood risks within the city.

SECTION 2: The City Council authorizes the City Manager to take all necessary steps to enroll in the NFIP, including establishing an agreement with FEMA to facilitate the implementation of the program within city limits.

SECTION 3: The City pledges to work with the Federal Emergency Management Agency in

1 providing necessary information and support to enhance the effectiveness of FEMA’s initiatives and
2 our local natural disaster response capabilities.

3 **SECTION 4:** The City commits to fostering public awareness and education amongst
4 property owners about the benefits of the NFIP and encouraging participation to protect themselves
5 against potential flood-related damages.

6 **SECTION 5:** The City Clerk shall certify the adoption of this Resolution.

7 **PASSED, APPROVED, AND ADOPTED** this 20th day of February, 2024 by the following
8 vote:

9
10 _____
11 Mayor

12
13 ATTEST:

14
15
16 _____
17 Eduardo Sarmiento, City Clerk

ITEM 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 FOR INNER CITY VISIONS (ICV) FUNDING FROM THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FOR FISCAL YEARS (FY) 2025-2026, FY 2026-2027, AND FY 2027-2028.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a Three (3) year professional service agreement (PSA), pending the approval of the PLHA grant, Inner City Visions to provide homeless outreach services for a not-to-exceed amount of \$421,378.91;
2. Authorize City staff to electronically submit the ICV Contract in the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).
3. Amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Community Development Department continues to pursue funding opportunities that will support the City's goals related to assisting persons who are experiencing or At-risk of homelessness, including supportive and/or case management services that allow people to obtain and retain housing. To that end, the City is eligible to apply for the PLHA grant to fund Inner City Visions for FY 2025-2028.

CONSIDERATION AND APPROVAL FOR INNER CITY VISIONS (ICV) FUNDING FROM THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FOR FISCAL YEARS (FY) 2025-2026, FY 2026-2027, AND FY 2027-2028.

February 20, 2024

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The City has thoroughly vetted ICV. On November 10, 2021, the City issued a request for qualifications (RFQ) from qualified and experienced homeless outreach service providers to provide case management, referral, and support services for homeless individuals within City limits. The City received one proposal, ICV. Staff reviewed the proposal and found it to be responsive and properly responsible in the requirements of the RFQ.

Additionally, ICV has a well-established relationship with the City. They have demonstrated continued exemplary performance and meet/exceeded their outreach goals. ICV outreach case managers have a long-standing relationship with the unhoused population in the City. For PLHA purposes, ICV will not require a RFQ because they have been thoroughly vetted, have a well-established relationship with the city, and are grandfathered in for PLHA purposes.

The City is applying for the PLHA grant and has listed ICV as a Proposed Activity. The requirement for this proposed activity is a PSA. The PLHA deadline is February 29, 2024. It is the staff's recommendation to award the professional services agreement to Inner City Visions, pending the PLHA grant approval, to fund them for FY 2025-2028.

FISCAL IMPACT/FINANCING

The City is applying for PLHA funding, in the amount of \$2,686,264, over a three-year period. The PLHA grant has a 30% limit that can be used for service-based programs. The amounts requested for ICV would not exceed the PLHA 30% service-based limit. This action is to approve the ICV contract as a Proposed Activity to be funded by the PLHA for 3 Fiscal Years 2025-2026, 2026-2027, and 2027-2028.

| Funding Year | Grant Amount | ICV | ICV Percentage |
|--------------|--------------------|-------------------|----------------|
| 2025-2026 | \$ 1,012,910 | \$ 133,670 | 13% |
| 2026-2027 | \$ 1,114,676 | \$ 140,350 | 13% |
| 2027-2028 | \$ 558,678 | \$ 147,370 | 26% |
| Total | \$2,686,264 | \$ 421,390 | 16% |

CONCLUSION

Staff recommends the City Council approve the ICV PSA for FY 2025-2028, pending the approval of the PLHA Grant. Upon Council's direction, staff will proceed with actions as directed.

**CONSIDERATION AND APPROVAL FOR INNER CITY VISIONS (ICV) FUNDING
FROM THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FOR FISCAL
YEARS (FY) 2025-2026, FY 2026-2027, AND FY 2027-2028.**


February 20, 2024

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

- A. Draft Professional Services Agreement for Inner City Visions
- B. Inner City Visions Proposal Letter



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of July 2025** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Inner City Visions, Inc. (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, 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 **July 1, 2025, to June 30, 2028**. 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. 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 **\$421,390.00** (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. 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 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 CONTRACTOR 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: CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 City Manager and Interim Director of Community Development (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- 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:
Inner City Vision
1440 E. Florence Ave
Los Angeles, CA 90001
Attn: Alfred Lomas
Phone: (323) 848.0004

CITY:
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Steve Forster
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:

INNER CITY VISIONS, INC.:

By: Ricardo Reyes
City Manager

By: Alfred Lomas
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

ATTEST:

By: Eduardo Sarmiento
City Clerk

Date: _____

ATTACHMENT B

EXHIBIT "A"
SCOPE OF WORK
INNER CITY VISIONS, INC.



EXHIBIT "A"

"supporting the transformation of communities through the reclaimed vision for the individual, the family, and the community."

SCOPE OF SERVICES

Program Summary

Inner City Vision (ICV) will provide case management, referral, and/or supportive services to the 282 unsheltered homeless individuals in Huntington Park as identified by the Los Angeles Homeless Services Authority's 2020 Homeless Count. This population, of which the vast majority (96%) are single Hispanic adults, and includes roughly 2% that constitute families, 1% veterans, and 1 percent unaccompanied youth. This targeted population has been identified within the Huntington Park 2020/2021-2024/2025 Consolidated Plan as being of high priority. The development and implementation of our Street Outreach and Supportive Services Team (SOSST) is predicated upon our understanding of the overall goals of the County's Homeless Crisis Response System which facilitates the coordination and management of resources and services, the identified goals of Huntington Park, and the directive to address the needs of homeless individuals in the city. These understandings are gained through our 14-year history of providing street outreach, gang intervention and safe passage, case management, referrals, and supportive services through contracts and grants from a number of funders.

Research has shown that providing for the basic need of shelter proves effective in improving program participants' health and well-being in other areas; once stable housing is obtained, a major stressor is reduced, allowing them to focus their attention on other issues and needs. The provision of permanent supportive housing, including housing assistance via our use of our internal Case Managers, and coordination with external LAHSA Housing Specialist and Housing Navigators from other partnering organizations, offers concrete and effective support to homeless individuals who may still be struggling with issues of daily living and decision-making as they seek to restore housing. This then is the concept of "Housing First" that has been embraced by ICV. ICV incorporates the Harm Reduction model, interlaced with the Housing First model, into its operations as a means of providing services for those who may be averse to becoming actively engaged in efforts to transition from the streets into permanent housing. This evidence-based model provides effective strategies to reducing negative consequences of homelessness.

Individuals identified and pre-screened by our Street Outreach and Supportive Services Team will be given a "warm handoff" to one of our Case Managers who will assess the individuals' needs and develop an Individualized Housing and Transition Plan with input from the homeless individual or family. Case Managers will also serve as an advocate and/or a liaison to ensure the homeless individual receives needed services and benefits, including housing, from partnering organizations and/or government agencies that provide entitlement benefits



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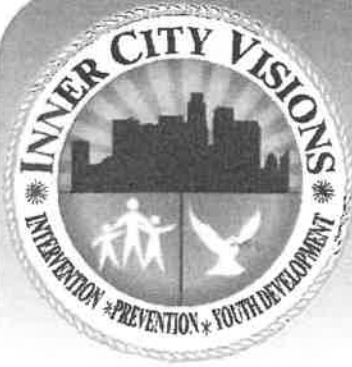
such General Relief. We have partnered with LAHSA, PATH, and HYC to ensure that all willing participants that need assistance in housing are inputted into the HMIS system. While our program will be housed at ICV's headquarters at 1440 E. Florence Avenue, the SOSST, including the two Part-time Community Outreach Workers and two Part-time Case Managers will operate on the streets of HP and within our partnering homeless services providers to which we and/or the Huntington Police Department make referrals. Housing partners will include, but not limited to Su Casa Transitional Housing, La Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children and Family Services' Transitional Housing Program for Homeless Youth, and United Friends of the Children Pathways to name a few. Because of our extensive experience working with the homeless population, our integration into the network of service providers in HP, and our organization to ramp up for this program, we anticipate no barriers to begin implementation immediately.

Project Description

ICV's Outreach plan utilizes the program's dyad teams that are composed of a Case Manager and a Community Outreach Workers. Each team will be deployed to various areas within Huntington Park where homeless individuals are known to sleep and/or congregate. As previously mentioned, the two teams will focus attention particularly along the Alameda Corridor and known encampment areas such as the one on Randolph Avenue. Working in conjunction with the Los Angeles County Department of Public Health, ICV's outreach team will distribute COVID related educational information, PPE's including masks, hand sanitizers, and gloves, and distributed food and water to homeless individuals that were congregated in what was historically the mobile home area on Wilmington Avenue, namely from Florence to Gage Avenue.

Additional outreach efforts will be focused on several encampments, including the one on Randolph and Salt Lake Ave., and in the industrial area around Slauson Ave. and Sante Fe. The business area around Pacific and Slauson will also be targeted as many homeless individuals congregated and pan handled there. The Outreach Teams will also focus their efforts on a number of local parks where homeless individuals are known to congregate. Specifically, Salt Lake, Freedom, and Perez parks will be targeted, and support provided to those in need.

While it is important to outreach directly to homeless individuals, it is equally important for



"supporting the transformation of communities through the reclaimed vision for the individual, the family, and the community."

ICV's teams to outreach to our partnering agencies in and around Huntington Park to develop or maintain referral relationships that will aid in finding housing and other supportive services for the homeless individuals we engage. These entities will include, but not limited to the following: Huntington Police Department, Su Casa Transitional Housing, La Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children and Family Services' Transitional Housing Program for Homeless Youth, and United Friends of the Children Pathways to name a few.

Huntington Park's population is 97% Hispanic and as such the primary languages in which we will provide services are English and Spanish. Our program staff is fluent in both languages.

The goals of Inner-City Visions:

1. Create a strong network of homeless providers we can partner with to support the homeless community.
2. Create a strong relationship with the homeless community to engage them in services.
3. House individuals, youth, and families.
4. Develop strategies & outcomes for clients.
5. Connect Outreach Teams from different agencies to follow up with our clients.
6. Transport clients to shelters, identification agencies, record building agencies, substance abuse centers and/or other services.

During the grant period, Inner City Visions will:

1. Information and referral services
2. Coordinated services delivered through case management services.
3. Linkages to housing and housing services
4. Linkages to medical and mental health services
5. Access to food and other needed provisions (Socks, hand sanitizers, wipes, tampons, garbage bags, toilet paper, etc.)

Summary of Services to be provided.

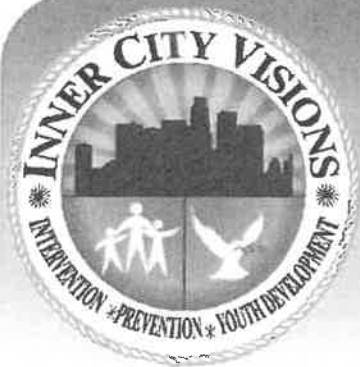
- ☐ Homeless Prevention/Housing Assistance
- ☐ Homeless Diversion



"supporting the transformation of communities through the reclaimed vision for the individual, the family, and the community."

- ☐ Self-Sufficiency Skills Training
- ☐ Outreach
- ☐ Job Training/ Job Search
- ☐ Referral Services
- ☐ Case Management

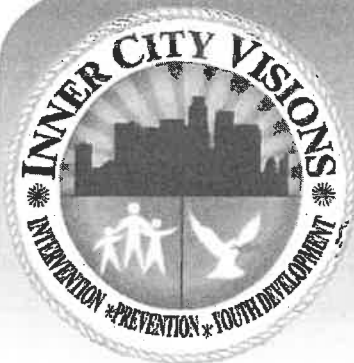
| Total Project Year | Project Amount | Approved Budget |
|--------------------|----------------|-----------------|
| FY 2025-2026 | \$ 133,670 | \$ 133,670 |
| FY 2026-2027 | \$ 140,350 | \$ 140,350 |
| FY 2027-2028 | \$ 147,370 | \$ 147,370 |



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Budget Summary for our proposal aims to create a program that offers both immediate assistance and ongoing support for individuals experiencing or at risk of homelessness.

| Proposed Expenditure | Proposed Budget | Approved Budget |
|------------------------------------|--------------------------------|-------------------|
| Project FY 2025-2026 | | |
| Total Project | \$ 133,670 FY 2025-2026 | \$133,670 |
| | Salaries | |
| Program Coordinator | \$6,000 | \$ 6,000 |
| Case Manager | \$50,000 | \$50,000 |
| Case Manager | \$50,000 | \$50,000 |
| Housing Navigator | \$12,000 | \$12,000 |
| Benefit | \$15,670 | \$15,670 |
| Total Salaries and Benefits | \$118,000 | \$118,000 |
| Project FY 2026-2027 | | |
| Total Project | \$ 140,350 FY 2026-2027 | \$ 140,350 |
| | Salaries | |
| Program Coordinator | \$6,000 | \$ 6,000 |
| Case Manager | \$50,000 | \$50,000 |
| Case Manager | \$50,000 | \$50,000 |
| Housing Navigator | \$12,000 | \$12,000 |
| Benefit | \$22,350 | \$22,350 |
| Total Salaries and Benefits | \$140,350 | \$140,350 |
| Project FY 2027-2028 | | |
| Total Project | \$ 147,370 FY 2027-2028 | \$ 147,370 |
| | Salaries | |
| Program Coordinator | \$12,000 | \$12,000 |
| Case Manager | \$50,000 | \$50,000 |
| Case Manager | \$50,000 | \$50,000 |



"supporting the transformation of communities through the reclaimed vision for the individual, the family, and the community."

| | | |
|------------------------------------|------------------|------------------|
| Housing Navigator | \$12,000 | \$12,000 |
| Benefit | \$23,370 | \$23,370 |
| | | |
| Total Salaries and Benefits | \$147,370 | \$147,370 |

ATTACHMENT "B"

February 12th, 2024

Inner City Visions
South Los Angeles



To Steve Forster,

Per your request, Inner City Visions is pleased to provide the enclosed proposal for your consideration. ICV has been providing services to the Florence Firestone and Huntington Park communities that have included street outreach, community violence prevention and intervention including homeless outreach.

Our proposal aims to create a program that offers both immediate assistance and ongoing support for individuals experiencing or at risk of homelessness. This comprehensive approach incorporates rental assistance and supportive case management to ensure individuals receive the necessary resources and tools for sustaining stable housing and improving their lives.

Executive Chair
Kevin Malone

Treasurer
Carlos Usmany

Secretary
Angela Rumfalo

**Founder and
Executive Director**
Alfred Lomas

Supportive Case Management:

Alongside rental assistance, our program will feature case management component. Each participant will be paired with a dedicated case manager who will provide personalized support throughout their journey.

Expected Outcomes:

1. Reduced homelessness and prevention of individuals at risk from becoming homeless.
2. Increased housing stability, leading to improved individuals' overall well-being and productivity.
3. Enhanced community safety and well-being through decreased homelessness-related crimes and public disturbances.

By establishing a program that combines rapid rehousing rental assistance and support case management, we will be able to offer a comprehensive and transformative solution to individuals experiencing or at risk of homelessness. We are confident that our program proposal will have a profound positive impact on individuals' lives and contribute towards alleviating homelessness in the community.

Should you have any questions, feel free to contact me at any time in any of the forms below.

Sincerely,

A handwritten signature in dark ink, appearing to be 'AL' or 'ALF', written in a cursive style.

Alfred Lomas
Executive Director

1440 E Florence Ave
Los Angeles, CA 90001
(323) 484.0004

O: 323.484.0004 | E: alfredlomas@gmail.com | innercityvisions.org

ITEM 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER TO CREATE EMPLOYMENT OPPORTUNITIES FOR RESIDENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to Hub Cities Career Center to create employment opportunities for residents.
2. Authorize the City Manager to execute the PSA.

BACKGROUND

On the regularly scheduled City Council Meeting of May 2, 2023, City Council adopted the Fiscal Year 2023-2024 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME entitlement allocations. Hub Cities was appropriated \$229,016.00.

The City is in receipt of a letter from Hub Cities with the scope of services and proposed budget for the aforementioned allocation. Staff reviewed the scope of services and proposed CDBG budget and found it to be in compliance with CDBG standards and regulations. Based on the proposal evaluated, it is the staff's recommendation to award the professional services agreement to Hub Cities Career Center.

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 CDBG Program, from the following:

- Account Number FY 2023/24: 239-5210.463.73.02

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO HUB CITIES CAREER CENTER TO CREATE EMPLOYMENT
OPPORTUNITIES FOR RESIDENTS**

February 20, 2024
Page 2 of 2

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. Draft Professional Services Agreement for Hub Cities Career Center

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2023 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Hub Cities Career Center Corporation, 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, 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 **July 1, 2023 to June 30, 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. 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 **\$229,016.00** (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. 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

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 CONTRACTOR 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: CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 City Manager and Interim Director of Community Development (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents,

acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- 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 insurers.
- 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 (vi) 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:

Hub Cities Career Center Corporation
Attn: Jose Martinez
4354 Tweedy Blvd.
South Gate, CA 90280
Phone: (323) 586-4700

CITY:

City of Huntington Park
Attn: Ricardo Reyes, City Manager
6550 Miles Avenue
Huntington Park, CA 90255
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:

**HUB CITIES CAREER CENTER
CORPORATION**

By: _____
Ricardo Reyes
City Manager

By: _____
Jose Martinez
Executive Director

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF WORK

HUB CITIES CAREER CENTER CORPORATION

EXHIBIT "A"



Project Proposal:

| | |
|-----------------------------------|---------------------------------|
| Name: | Hub Cities Economic Development |
| Type: | Economic Development |
| Start Date: | July 1, 2023 |
| Estimated Completion Date: | June 30, 2024 |
| Funding Request | \$229,016.00 |

Organization Information:

| | |
|---------------------------------|--|
| Name of Organization: | Hub Cities Career Center Corporation |
| Address: | 4354 Tweedy Blvd., South Gate, CA 90280 |
| Phone number: | (323) 586-4700 |
| Fax number: | (323) 586-4702 |
| Website: | www.hubcities.org |
| Year Established: | 2002 |
| Type of Agency: | Non-Profit |
| Chief Executive Officer: | Jose Martinez |
| Hours of Operation: | Monday-Friday 8-5 pm |

Organization Overview:

Hub Cities Career Center (HCCC) is a non-profit organization which was established in 2002 and is located in the city of South Gate. HCCC was created to support the programmatic efforts of Hub Cities Consortium the current operator of the Southeast Los Angeles America's Job Center of California (AJCC). Over the past 30 years HCCC has received funding from the LA County Probation Department, the Weingart Foundation, United Way, Covered CA, as well as CDBG grants from the cities of Huntington Park and South Gate. HCCC has been certified as a social enterprise for the last five years and is on the Master agreement list with Los Angeles County.

Program Overview/Scope of Services:

Our previous contract with Los Angeles County Department of Economic Opportunity (DEO), dictated that the Southeast LA AJCC be centrally located in South Gate. As the operator of the Southeast LA AJCC, we committed to moving the center. As such our non-profit relocated as well. Over the last three years, we have engaged with a consultant to assist us in securing a building with enough square footage to house HCC, EDD, other partner agencies and the non-profit agency. Through this process, we have ensured to address the needs of all stakeholders, including EDD, DEO, and our Board of Directors which represent our 6-member cities. We have since secured a building, signed a lease, worked with an architect to design the building and completed construction. We moved in all staff and began providing services to the public on July 5, 2023.

As a result of our recent move, we have been granted new programs and are in need of hiring additional staff. We have an opportunity to provide additional participant services. We are requesting funds in the amount of \$229,016 to create employment opportunities for residents in our community. We are committed to hiring individuals that reside within Huntington Park and surrounding cities that have low to moderate income.

EXHIBIT "A"

HP CDBG - July 1 2023-June 30 2024

| | | | | | 2080 | 1.2% | 6.20% | 1.45% | 0.60% | | |
|----------------------------|-------------|----|------|----------------|----------------|-------|-------|--------|--------|-------|------------------------------------|
| | | 12 | | | | | | | | | |
| Summary of Staff Positions | Hourly Rate | Mo | fte | Monthly Salary | Total Salaries | SUI | SDI | FICA | MDCARE | WC | Total Salaries and Fringe Benefits |
| Clerical Assistant | \$ 20.00 | 12 | 100% | 3,467 | 41,600 | 434 | 499 | 2,579 | 603 | 250 | 45,965 |
| Clerical Assistant | \$ 17.00 | 12 | 100% | 2,947 | 35,360 | 434 | 424 | 2,192 | 513 | 212 | 39,136 |
| Clerical Assistant | \$ 18.00 | 12 | 100% | 3,120 | 37,440 | 434 | 449 | 2,321 | 543 | 225 | 41,412 |
| Clerical Support | \$ 18.00 | 12 | 100% | 3,120 | 37,440 | 434 | 449 | 2,321 | 543 | 225 | 41,412 |
| Clerical Support | \$ 19.00 | 12 | 100% | 3,293 | 39,520 | 434 | 474 | 2,450 | 573 | 237 | 43,689 |
| Clerical Support | \$ 19.00 | 12 | 100% | 3,293 | 39,520 | 434 | 474 | 2,450 | 573 | 237 | 43,689 |
| Clerical Support | \$ 19.00 | 12 | 100% | 3,293 | 39,520 | 434 | 474 | 2,450 | 573 | 237 | 43,689 |
| Total | | | | | 270,400 | 3,038 | 3,245 | 16,765 | 3,921 | 1,622 | 298,991 |
| Administration in Kind | | | | | | | | | | | |
| HP CDBG Budget | | | | | | | | | | | |
| 229,016 | | | | | | | | | | | |
| Hub Cities In - Kind | | | | | | | | | | | |
| 99,975 | | | | | | | | | | | |
| Hub Cities In-Kind | | | | | | | | | | | |
| 69,975 | | | | | | | | | | | |

ITEM 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 AMEND THE MICHAEL BAKER INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES ACT (CV), AND THE HOME INVESTMENT PARTNERSHIP ACT (HOME) GRANT ADMINISTRATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize an amendment for professional services related to the CDBG-CV and HOME grant administration and
2. Authorize the City Manager to execute the amendments.

BACKGROUND

At the regularly scheduled City Council meeting of April 18, 2023, the City Council approved staff to extend the Michael Baker contract for CDBG and HOME Administrative services. Michael Baker International has performed competently over the course of the last years. Staff requested a proposal for administrative services, including but not limited to, the Home Repair Program (HRP), funded with the HOME grant, and the Emergency Rental Assistance Program (ERAP), funded with CDBG-CV grant.

The City is in receipt of the Proposal Letters for the administration services of the CDBG CARES Act and the HOME Investment Partnership by Michael Baker. The cost of the services performed by Michael Baker International is entirely borne by their respective grant funds.

FISCAL IMPACT

There is no impact to the City's general fund as all fees and costs related to the CDBG-CV and HOME grant are expensed in the grant itself.

CONSIDERATION AND APPROVAL TO AMEND THE MICHAEL BAKER INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES RELATED TO THE CDBG-CV, AND THE HOME GRANT ADMINISTRATION

February 20, 2024

Page 2 of 2

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. Letter Proposal for CARES Act Implementation
- B. Letter Proposal for HOME Investment Partnership Act Management Assistance
- C. Second Amendment to Professional Services Agreement Administration of Community Development Block Grant and HOME



We Make a Difference

July 1, 2023

Ms. Ishah Ahumada
Project Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Letter Proposal for CARES Act Implementation

Dear Ms. Ahumada:

Michael Baker International (Michael Baker) is pleased to submit this letter proposal to assist the City of Huntington Park with its local implementation of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Assistance may include drafting deliverables, responding to inquiries, and developing activities that will meet the United States Department of Housing and Urban Development (HUD) regulations.

Michael Baker is assisting multiple jurisdictions throughout California with their administration of CARES Act funds. This experience, as well as our history with the City of Huntington Park, makes us well-qualified to assist the City with securing and planning for the utilization of its allocation of CARES Act funds.

Our key personnel are committed to providing a high level of service and look forward to building upon our excellent, working relationship with the City. Damien Delany will be the contact person for this project, with Monika Koos and Winnie Rebecca offering technical assistance as needed.

The services to be provided are as follows:

Task 1: Federal Grant Management Assistance

Michael Baker will provide on-site staffing with additional on-call staff support to help keep the City's CDBG-CV programs on task and on schedule. Management tasks will include:

- Updating IDIS;
- Updating project eligibility cover sheets;
- Participating and responding as necessary to requests for comments on any other CDBG plans and reports;
- Performing general program administration and coordinating with HUD.

We understand that the CARES Act funds are an unprecedented, but vital source of funding for the City of Huntington Park to combat COVID-19 and will ensure activities and steps taken to implement these funds are compliant with HUD regulations. Michael Baker will provide thoughtful planning, ensure allowed usage of CDBG-CV funds, and adhere to HUD requirements.

Budget

Michael Baker staff will provide the requested assistance on a time and materials basis and will bill monthly only for labor costs incurred. The budget below is based on a weekly hourly estimate and monthly cost estimate to provide the services described above. These are not to exceed costs.

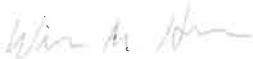
| Tasks | Fee |
|--|-------------|
| Task 1. CARES Act Funding Administration | \$43,481.00 |
| TOTAL FEE | \$43,481.00 |

Below are the Positions and Hourly Rates for staff that will be assigned to assist the City of Huntington Park:

| Position | Hourly Rate |
|----------------------------|-------------|
| Dept. Manager | \$200.00 |
| Housing Manager | \$160.00 |
| Housing Planner | \$90.00 |
| Project Control Specialist | \$120.00 |

We appreciate the opportunity to submit this proposal and look forward to assisting the City of Huntington Park with CARES Act implementation. If you have any questions, please contact Damien Delany at (562) 200-7177 or Ddelany@mbakerintl.com.

Sincerely,



William M. Hoose, AICP
Vice President



We Make a Difference

July 1, 2023

Ms. Ishah Ahumada
Project Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Letter Proposal for HOME Investment Partnership Act Management Assistance

Dear Ms. Ahumada:

In response to your recent request, Michael Baker International (Michael Baker) is pleased to submit this proposal to provide HOME Investment Partnership Act (HOME) Administration assistance for the City of Huntington Park. Michael Baker is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients.

Michael Baker is proposing to provide all the services required to provide HOME Administrative Services in compliance with U.S. Department of Housing and Urban Development (HUD) Guidelines. The specific services to be provided are as follows:

GRANT ADMINISTRATION

Task 1: Federal Grant Management Assistance

Michael Baker will provide on-site staffing with additional on-call staff support to help keep the City's HOME programs on task and on schedule. Management tasks will include:

- Assist with the preparation of and review 2023/2024 Consolidated Annual Performance Evaluation Report
- Perform review of IDIS activities
- Reviewing quarterly reports.
- Reviewing invoices.
- Tracking program finances and accomplishments.
- Support affordable housing projects.
- Updating project eligibility cover sheets.
- Participating and respond as necessary to requests for comments on any other HOME plans and reports.
- Responding to requests for information from auditors and other regulatory agencies.
- Responding to monitoring reports, findings, and concerns provided by HUD.
- Performing general program administration and coordination with HUD.
- Conducting staff training – including training for financial staff and program staff, if requested.
- Conduct Monitoring of the HOME funded Affordable Housing Units
- Conduct site inspections for the HOME funded units

Task 2: Home Repair Program

Michael Baker will provide on-site staffing with staff support to help keep the City's HOME Repair Program on task and on schedule. Management tasks will include but not be limited to:

- Development of Application
- Development of Program Guidelines
- Development of Program Documents (Loan and Grant Agreements)
- Marketing Materials for Program
- Application Intake
- Applicant Approval
- Site Inspection
- Development of Work Write Up
- Secure Bids from Qualified Contractors
- Project Management
 - Meetings with Contractors & Homeowners
 - Ensure work completed
- Project Close Out

Damien Delany will be the contact person for this project, with Monika Koos, Winnie Rebecca and Jessica Budin-Caloroso offering assistance as needed.

Budget

Michael Baker staff will provide assistance on a time and materials basis and will bill monthly only for labor costs incurred. The Not to Exceed Fee will be \$120,750. The budget is based on an hourly estimate to provide the services described in the above tasks.

| Tasks | Fee |
|--|--------------|
| Task 1. HOME Program Administration | \$50,570.00 |
| Task 2. Home Repair program Administration | \$70,000.00 |
| TOTAL FEE | \$120,570.00 |

Below are the Positions and Hourly Rates for staff that will be assigned to assist the City of Huntington Park:

| Position | Hourly Rate |
|-----------------|-------------|
| Dept. Manager | \$200.00 |
| Housing Manager | \$160.00 |

| | |
|----------------------------|----------|
| Housing Planner | \$90.00 |
| Project Control Specialist | \$120.00 |

We appreciate the opportunity to submit this proposal and look forward to assisting the City of Huntington Park with the operation of its HOME Investment Partnership Act Program.

If you have any questions, please contact Damien Delany at (562) 200-7177 or Ddelany@mbakerintl.com.

Sincerely,



William M. Hoose, AICP

Vice President

ATTACHMENT "C"



**SECOND AMENDMENT TO PROFESIONAL SERVICES AGREEMENT
ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT
AND HOME PROGRAM**

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of July 1, 2023, by and between the CITY OF HUNTINGTON PARK, a municipal corporation, ("City") and **Michael Baker Internation**, (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. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This Professional Services Agreement is made and entered into with respect to the following facts:

WHEREAS, THE City requires assistance with various consulting services and tasks set for in the Scope of Services Exhibit "A".

WHEREAS, the contract timeline is June 30, 2024, and the compensation for the work covered is \$120,570.00 (One Hundred and Twenty Thousand, Five Hundred and Seventy Dollars) for the HOME Program and Home Repair Program Administration Services.

WHEREAS, the contract timeline is June 30, 2024, and the compensation for the work covered is \$ 43,481 (Forty Three Thousand, Four Hundred and Eighty One Dollars) for the CARES Act Funding Administration Services.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this Second Amendment, the terms of the Agreement shall control. This Second Amendment 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.



Office of Community Development

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

CITY OF HUNTINGTON PARK:

MICHAEL BAKER INTERNATIONAL:

By: _____
Ricardo Reyes
City Manager

By: _____
William M. Hoose
Vice President

Date: _____

Date: _____

ATTEST:

By: _____
Eduardo Sarmiento
City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ITEM 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2024

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 AWARD A CONSTRUCTION CONTRACT FOR FIRE PROTECTION ALARM SYSTEM PROJECT FOR CITY HALL AND OTHER CITY BUILDINGS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award Jam Corporation the construction contract for Fire Protection alarm system for a not-to-exceed amount of \$983,900.00.
2. Authorize the Finance Department to provide the funding source, account number(s) and project code for this specific project in order to process project invoices; and
3. Authorize the City Manager to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of May 3, 2022, the City Council authorized Radiant Fire & Integration Inc. Dba. Radiant Fire Alarm Systems to design the fire protection alarm system throughout City facilities. The fire protection system at City facilities is a life safety concern that is addressed with the award of this contract. Fire protection systems are designed on all applicable structures as it is essential to protect public safety, public property and to comply with current building codes. Approval has been obtained from the Los Angeles County Fire Department as well.

The Notice of Inviting Bids (NIB) was published on January 10, 2024, 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 February 1, 2024, where the City Clerk opened and read one (1) bid.

CONSIDERATION AND APPROVAL TO EXECUTE A CONTRACT TO INSTALL FIRE ALARM SERVICES

October 17, 2023

Page 2 of 3

| Bidder | Total Bid |
|-----------------|--------------|
| Jam Corporation | \$983,900.00 |

Staff analyzed the bid received, based on the investigation, staff's recommendation is to award Jam Corporation the contract agreement (Attachment 1). Bid results are included in Attachment 2.

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.

FISCAL IMPACT/FINANCING

Staff recommends executing the contract with Jam Corporation for Fire Protection alarm system project for city hall and other City Buildings for a not-to-exceed amount of \$983,900.00. Staff recommends authorizing the Finance Department to provide the funding source, account number(s) and project code for this specific project in order to process project invoices.

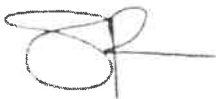
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Acting Director of Public Works

**CONSIDERATION AND APPROVAL TO EXECUTE A CONTRACT TO INSTALL FIRE
ALARM SERVICES**

October 17, 2023

Page 3 of 3

ATTACHMENT(S)

- A. Jam Corporation Contract
- B. Fire System Project Bid Results

Attachment A



CONTRACTOR SERVICES AGREEMENT FIRE ALARM PROTECTION SYSTEM AT CITY FACILITIES

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **20th day of February 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **JAM Corporation** (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 **February 20, 2024**. The contract period for this project is forty (40) 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 \$983,900.00 (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 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:

JAM Corporation
1930 S. Myrtle Ave.
Monrovia, CA 91016
Attn: John Mongillo
Office: (626)256-4400

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: 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:

JAM Corporation

By: Ricardo Reyes
City Manager

By: John Mongillo
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

ATTACHMENT B

EXHIBIT "A"
SCOPE OF WORK
JAM Corporation

**FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS**

IN THE CITY OF HUNTINGTON PARK

BID PROPOSAL

BID PROPOSAL INSTRUCTIONS

FOR

**FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as CITY

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 (10) 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

FIRE PROTECTION ALARM SYSTEM PROJECT FOR

CITY HALL AND OTHER CITY BUILDINGS

IN THE CITY OF HUNTINGTON PARK

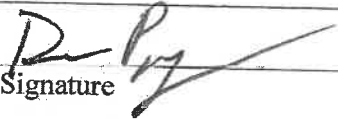
The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Specifications and read the accompanying Instructions to Bidders, and hereby proposes to do all the work in accordance with said Specifications for the amounts set forth below.

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 | Description | Qty | Unit | Unit Price | Total Price |
| General Bid Items | | | | | |
| 1 | Mobilization/Demobilization. Not to Exceed 3% of Total Bid | 1 | LS | | 28,000 |
| 2 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - CITY HALL Building | 1 | LS | | 189,000 |
| 3 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - RECREATION Building | 1 | LS | | 155,750 |
| 4 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - POLICE DEPARTMENT Building | 1 | LS | | 177,250 |
| 5 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - STREET DIVISION PARKING Building | 1 | LS | | 42,700 |
| 6 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - PARKS DIVISION SHED Building | 1 | LS | | 37,250 |
| 7 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - PARKS DIVISION Building | 1 | LS | | 38,750 |

| BASE BID SCHEDULE | | | | | |
|-------------------|---|-----|------|------------|-------------|
| Item | Description | Qty | Unit | Unit Price | Total Price |
| 8 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At – MUNICIPAL Building | 1 | LS | | 41,500 |
| 9 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At – FLEET DIVISION Building | 1 | LS | | 78,650 |
| 10 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At – EVIDENCE GARAGES Building | 1 | LS | | 30,000 |
| 11 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At – ELECTRICAL AND WATER DIVISION Building 1 | 1 | LS | | 74,250 |
| 12 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At – ELECTRICAL AND WATER DIVISION Building 2 | 1 | LS | | 39,400 |
| 13 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - ADMIN Building | 1 | LS | | 51,400 |
| Total | | | | | 983,900 |

TOTAL BID AMOUNT IN WORDS:

Nine Hundred and Eighty Three Thousand Nine Hundred _____ Dollars
 Bidder's Signature  VP of Sales
 JAM Corporation Title
 Company Name

BID PROPOSAL (CONT.)

FOR

**FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS**


IN THE CITY OF HUNTINGTON PARK

ACKNOWLEDGEMENT

**BIDDER HAS VISITED
PROJECT SITE**

We JAM Corporation (Contractor's name) hereby certify that
we visited the project site and that we are familiar with the project scope and field conditions.

By:


Contractor Representative Signature

Date: 1-30-2024

Dean Pryor / VP Of Sales
Print Name / Title

This form must be signed and attached to the bid.

BID PROPOSAL (CONT.)

FOR

**FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS**

IN THE CITY OF HUNTINGTON PARK

REQUEST FOR INFORMATION FORM

FOR ALTERNATIVE BID ITEMS OR PRODUCT SUBSTITUTIONS

We JAM Corporation (Contractor's name) acknowledge that any RFIs related to alternative work or substitution of products are to be requested in writing by the RFI deadline. We also acknowledge that requests for alternative work or substitution of products may not be granted by the City, or if granted, may not result in an extension of the Bid Date. Finally, we acknowledge that the City may reject the low-bid if the low-bidder issues a request for alternative work or substitution of products after the RFI deadline, or after the Bid Date.

By: _____

Contractor Representative Signature

Date: 1-30-2024

Dean Pryor / VP of Sales

Print Name / Title

This form must be signed and attached to the bid.

DESIGNATION OF SUBCONTRACTORS AND FABRICATORS

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:

| <u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u> | <u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u> |
|---|---|
| N/A | |
| | |
| | |
| | |
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| | |
| | |
| | |
| | |
| | |

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

NOTE: If Contractor is submitting an alternative supplier to

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 (2) years:

1. William S. Hart HS District Valencia HS 21380 Centre Pointe Parkway, Santa Clarita, CA 91350 Phone: (661) 259-0033
Name and Address of Agency
Jack Kapp 661-259-0033 ext 264
Name and telephone number of person familiar with project

| | | |
|------------------|-------------------------------|------------------|
| <u>2,010,512</u> | <u>Fire Alarm Replacement</u> | <u>9-13-2023</u> |
| Contract amount | Type of work | Date completed |
2. Metro State Hospital CTE 11401 Bloomfield Ave, Norwalk, CA 90650 Phone: (562) 863-7011
Name and Address of Agency
Debbie Wohlford 916-801-9025
Name and telephone number of person familiar with project

| | | |
|------------------|-------------------------------|-------------------|
| <u>1,577,000</u> | <u>Fire Alarm Replacement</u> | <u>11-22-2023</u> |
| Contract amount | Type of work | Date completed |
3. Wildomar ES LAKE ELSINORE UNIFIED SCHOOL DISTRICT 545 Chaney Street, Lake Elsinore, CA 92530P: 951.253.7000
Name and Address of Agency
James Corns JCA Engineering 909-864-0223
Name and telephone number of person familiar with project

| | | |
|-----------------|-------------------------------|------------------|
| <u>597,000</u> | <u>Fire Alarm Replacement</u> | <u>1-04-2024</u> |
| 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:

Commercial Surety Bond Agency 1411 N. Batavia St. ste 201
Mike Stong 714-516-1232 Orange CA 92867
Travelers 21688 Gateway Center Dr. Diamond Bar, CA 91765
Celso Aguilar 909-612-3653
Patriot Risk Insurance Services Annete Romero 949-466-7984
18952 MacArthur Blvd. ste 300 Irvine, CA 92612

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 JAM Corporation

Business Address: 1930 S. Myrtle Ave.
Monrovia, CA 91016

Telephone 626-256-4400

State Contractor's License No. and Class: 791060 B, C-10, C-16, C-7

Original Date Issued 2-7-2001 Expiration Date 2-28-2025

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:

John Mongillo President 626-256-4400

Mike Mongillo CFO Secretary, VP of Operations 626-256-4400

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:

JAM Fire Protection Inc, dba JAM Corp.

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 30th day of January, 20 24.

BIDDER JAM Corporation

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Dean Pryor
Signature of Contractor's Representative

Dean Pryor

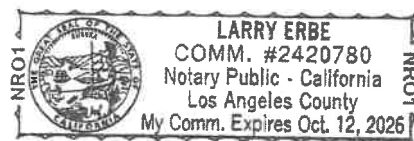
Printed Name

VP of Sales

Title

Subscribed and sworn to this 30th day of January, 20 24.

NOTARY PUBLIC [Signature] Subscribed



CALIFORNIA 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 LOS ANGELES }

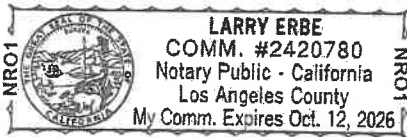
On 1/31/24 before me, LARRY ERBE "1405101"
Date Here Insert Name and Title of the Officer

personally appeared DEAN PRYOR
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.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

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.

PROPOSAL GUARANTEE
BID BOND

FOR

FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Jam Fire Protection, Inc. dba Jam Corp
Travelers Casualty and Surety Company of America, as BIDDER, and Travelers Casualty and Surety Company of America, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of Ten Percent of the Amount of the Bid
dollars (\$ 10%), 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
24th day of January, 2024.

BIDDER* Jam Fire Protection, Inc. dba Jam Corp

SURETY* Travelers Casualty and Surety Company of America

R. Nappi
R. Nappi Attorney-In-Fact

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

ACKNOWLEDGMENT

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 January 24, 2024 before me, Michael D. Stong, "Notary Public"
(insert name and title of the officer)

personally appeared R. Nappi,
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.

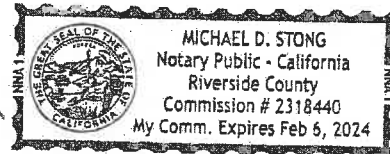
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Arturo Ayala, Daniel Huckabay, Frank Morones, Ben Stong, Shaunna Rozelle Ostrom, Michael D. Stong, R. Nappi, Chelsea Liberatore, Benjamin Wolfe, Adrian Langrell, and Dwight Reilly of Orange, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of January, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**FIRE PROTECTION ALARM SYSTEM PROJECT FOR
CITY HALL AND OTHER CITY BUILDINGS**

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 X

If the answer is yes, explain the circumstances in the space provided.

APPENDIX "B"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FORM

**Department of Industrial Relations (DIR)
Contractor Registration Number**

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

JAM Corporation

Contractor Name

1000005174

Contractor Department of Industrial Relations Registration Number:

6-30-2024

Expiration Date of Registration Number

(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID)

Attachment B: Fire System Project Bid Results

| Item | Description | Qty | Unit | Engineers Estimate | | JAM Corporation | |
|------|---|-----|------|--------------------|---------------|-----------------|---------------|
| | General Bid | | | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Mobilization/Demobilization. Not to Exceed 3% of Total Bid | 1 | LS | \$ 347,965.04 | \$ 347,965.04 | \$ 28,000.00 | \$ 28,000.00 |
| 2 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - CITY HALL Building | 1 | LS | \$ 560,809.35 | \$ 560,809.35 | \$ 189,000.00 | \$ 189,000.00 |
| 3 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - RECREATION Building | 1 | LS | \$ 386,064.25 | \$ 386,064.25 | \$ 155,750.00 | \$ 155,750.00 |
| 4 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - POLICE DEPARTMENT Building | 1 | LS | \$ 400,690.30 | \$ 400,690.30 | \$ 177,250.00 | \$ 177,250.00 |
| 5 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - STREET DIVISION PARKING Building | 1 | LS | \$ 53,088.24 | \$ 53,088.24 | \$ 42,700.00 | \$ 42,700.00 |
| 6 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - PARKS DIVISION SHED Building | 1 | LS | \$ 47,028.38 | \$ 47,028.38 | \$ 37,250.00 | \$ 37,250.00 |
| 7 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - PARKS DIVISION Building | 1 | LS | \$ 42,380.12 | \$ 42,380.12 | \$ 38,750.00 | \$ 38,750.00 |
| 8 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - MUNICIPAL Building | 1 | LS | \$ 46,956.02 | \$ 46,956.02 | \$ 41,500.00 | \$ 41,500.00 |
| 9 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - FLEET DIVISION Building | 1 | LS | \$ 86,111.82 | \$ 86,111.82 | \$ 78,650.00 | \$ 78,650.00 |
| 10 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - EVIDENCE GARAGES Building | 1 | LS | \$ 39,526.62 | \$ 39,526.62 | \$ 30,000.00 | \$ 30,000.00 |
| 11 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - ELECTRICAL AND WATER DIVISION Building 1 | 1 | LS | \$ 42,264.88 | \$ 42,264.88 | \$ 74,250.00 | \$ 74,250.00 |
| 12 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - ELECTRICAL AND WATER DIVISION Building 2 | 1 | LS | \$ 95,425.12 | \$ 95,425.12 | \$ 39,400.00 | \$ 39,400.00 |

| | | | | | | | |
|----|--|---|----|--------------|-----------------|--------------|---------------|
| 13 | Installation, programming, testing, inspection and completion recordation of a new sprinkler monitor system At - ADMIN Building | 1 | LS | \$ 51,689.86 | \$ 51,689.86 | \$ 51,400.00 | \$ 51,400.00 |
| | Total | | | | \$ 2,200,000.00 | | \$ 983,900.00 |

ITEM 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2024

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 AWARD A CONSTRUCTION CONTRACT FOR CIP 2021-04 WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award the contract to R2BUILD dba R2B Engineering for the construction of CIP 2021-04 Well No. 16 and Pump Station Improvements Project as the lowest responsive and responsible bidder for a not-to-exceed amount of \$1,199,379 payable from Account No. 681-8030-461.73-10 (\$1,199,379.00); and
2. Approve a fifteen percent (15%) construction contingency in the amount of \$179,906.85 payable from Account No. 681-8030-461.73-10 (\$179,906.85); and
3. Authorize the City Manager to execute the construction contract agreement and all applicable change orders in good faith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 19, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2021-04 Well No. 16 and Pump Station Improvements Project (Project). The project design includes upgrades to the boosters, pump station electrical components and addition of a sand separator. A variable-frequency drive (VFD) will be added onsite, and this is an AC motor drive that controls speed and torque by varying the frequency of the input electricity. Construction documents are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies.

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2021-04 WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

February 20, 2024

Page 2 of 3

The NIB was published on December 22, 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 February 7, 2024, where the City Clerk opened and read two (2) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

| Bidder (lowest bid first) | Bid |
|--|----------------|
| R2BUILD dba R2B Engineering | \$1,199,379.00 |
| Metro Builders & Engineers Group, Ltd. | \$1,229,156.00 |

R2BUILD dba R2B Engineering 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 R2BUILD dba R2B Engineering 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.

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.

ENVIRONMENTAL IMPACT

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to R2BUILD dba R2B Engineering for the construction of the Project as the lowest responsive, responsible bidder for a not-to-

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2021-04 WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT**

February 20, 2024

Page 3 of 3

exceed amount of \$1,199,379.00. Additionally, staff recommends the approval of the fifteen percent (15%) construction contingency in the amount of \$179,906.85 payable from Account No. 681-8030-461.73-10.

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



STEVE FORSTER
Acting Director of Public Works

ATTACHMENT(S)

1. R2BUILD dba R2B Engineering Construction Contract
2. Bid Analysis

Attachment No. 1



CONTRACTOR SERVICES AGREEMENT

R2BUILD dba R2B Engineering for the
WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT
FY 2023/2024
CIP PROJECT NO.: 2021-04

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **20th day of February 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **R2BUILD dba R2B Engineering** (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 **February 20, 2024**. The contract period for this project is two hundred and forty (240) working days from the effective date of the Notice-to-Proceed to be issued by the City. 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. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A", in accordance with the compensation schedule which is exhibit B (hereafter, the "approval rate schedule")**.
 - 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 \$1,199,379.00 (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. 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 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 CONTRACTOR in writing of any disputed amounts included in the invoice. Within **Sixty (60) calendar days** 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: CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 City Manager and 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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:**

CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- 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 Two Million Dollars (\$2,000,000.00) 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.
- D. Pollution Liability Insurance: CONTRACTOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

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. 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 Contractor 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 Contractor'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).

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:

R2Build
23441 S. Pointe Dr. Suite 280
Laguna Hills, CA 92653
Attn: Massoud Jami
Phone: (949) 299-6426

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes
Phone: (323) 581-6161

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:

R2Build:

By: Ricardo Reyes
City Manager

By: Khalil Ahmad Sarwari
Secretary

Date: _____

Date: _____

ATTEST:

By: Eduardo Sarmiento
City Clerk

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

PROPOSAL
FOR
WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT
FY 2023/2024
CIP PROJECT NO.: 2021-04
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.

ATTACHMENT B

BID PROPOSAL
FOR
WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT
FY 2023/2024
CIP PROJECT NO.: 2021-04

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:

| 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 | 35,000 | 35,000 |
| 2 | Demolition | LS | 1 | 33,000 | 33,000 |
| 3 | Booster Station Pumps | EA | 2 | 94,000 | 188,000 |
| 4 | Well Discharge Piping | LS | 1 | 210,000 | 210,000 |
| 5 | Sand Separator | LS | 1 | 60,000 | 60,000 |
| 6 | Drain Piping | LS | 1 | 12,000 | 12,000 |
| 7 | Electrical and Controls | LS | 1 | 590,000 | 590,000 |
| 8 | Concrete Foundations | SF | 91 | 169 | 15,379 |
| 9 | Ventilation | LS | 1 | 20,000 | 20,000 |
| 10 | Install Public Improvement Project Signs | EA | 1 | 6,000 | 6,000 |
| 11 | Southern California Edison Portion | LS | 1 | 30,000 | 30,000 |
| TOTAL AMOUNT BID IN FIGURES | | | | \$ 1,199,379 | |

TOTAL AMOUNT BID IN WORDS:

One Million One Hundred Ninety Nine Thousand Three Seventy Nine Dollars

Bidder's Signature  Secretary
Title

R2BUILD
Company Name

The total contract period for this project is **Two-Hundred and Forty (240) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

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:

| <u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u> | <u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u> |
|---|---|
| <u>Consult Construction Corp.</u> <u>Lic#1021010</u> <u>4623 Maytime Lane, Culver City, CA 90230</u> <u>310-404-3065</u> | <u>Electrical</u> |
| <u>Chesnut Construction Inc</u> <u>Lic#1011296</u> <u>28 Bienvenu Dr., Foothill Ranch, CA 92610</u> <u>949-422-6952</u> | <u>Mechanical</u> |
| | |
| | |
| | |
| | |
| | |
| | |

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. Metropolitan Water District of Southern California, 700 North Alameda Street,
Third Floor Specification Desk, Los Angeles, CA 90012

Name and Address of Agency

David Schmutzer, dschmutzer@mwdh2o.com (442) 262-2540 - office

Name and telephone number of person familiar with project

| | | |
|-----------------|--------------------------|----------------------|
| 2,250,000.00 | CRA Mile 12 Improvements | June 21 till July 23 |
| Contract amount | Type of work | Date completed |

2. City of Laguna Beach, CA 505 Forest Ave, Laguna Beach, CA 92651

Name and Address of Agency

Tom Perez tperez@lagunabeachcity.net (949) 464-6688

Name and telephone number of person familiar with project

| | | |
|-----------------|--|--------------------|
| 680,000.00 | Irvine Cove Lift Station - Emergency Generator | Sep 22 till Mar 23 |
| Contract amount | Type of work | Date completed |

3. Southern California Regional Rail Authority, 900 Wishire Boulevard, Suite 1500, Los Angeles, CA 90017

Name and Address of Agency

Gorgyous, Arsany 909 451 2866

Name and telephone number of person familiar with project

| | | |
|-----------------|------------------------------|-------------------------|
| 1,092,000.00 | Moorpark Safety Enhancements | July 2023 till Oct 2023 |
| 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:

Philadelphia Indemnity Insurance Company
2398 E. Camelback Rd. Suite 780, Phoenix, AZ 85018
Christian Raaz 480-750-6807

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 R2Build

Business Address: 23441 S. Pointe Dr. Suite 280 ,
Laguna Hills, CA 92653

Telephone 949-299-6426

State Contractor's License No. and Class: 1031564 A&B

Original Date Issued 10/02/2017 Expiration Date 10/31/2025

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:

Massoud Jami Ahmad Sayed Jami Khalil Ahmad Sarwari Ahmad Waheed Ebrahimi

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

R2B Engineering

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 R2 Build

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

Khalil Ahmad Sarwari
Printed Name

Secretary
Title

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC LISA DETRICK, Notary Public

See Attached
Certificate

FEB 07 2024

☐ Acknowledgment
☒ Jurat
☐ Copy Certificate

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

Subscribed and sworn to (or affirmed) before me on this 7
day of February, 2024, by _____

Khalil Ahmad Sarwari

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature _____

A handwritten signature in dark ink, appearing to read 'Khalil', written over a horizontal line.

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.

PROPOSAL GUARANTEE
BID BOND

FOR

WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

FY 2023/2024
CIP PROJECT NO.: 2021-04

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that R2BUILD dba R2B Engineering
Employers Mutual Casualty Company, as BIDDER, and
unto the City of Huntington Park, as AGENCY, in the penal sum of
ten percent of amount bid

dollars (\$ 10%), 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
18th day of January, 20 24.

BIDDER* R2BUILD dba R2B Engineering 23441 S. Pointe Dr. Ste 280, Laguna Hills, CA 92653
Phone: 949-466-5543

Khulil Ahmad Sawwari / Secretary / 23441 S Pointe Dr. Ste 280, Laguna Hills, CA 92653
SURETY* Employers Mutual Casualty Company 16150 N. Arrowhead Fountains Dr. Ste 350 Peoria, AZ 85382
Cynthia J. Young Cynthia J. Young, Attorney-In-Fact Phone: 623-760-1563

Alliant Insurance Services, Inc. 685 E. Carnegie Dr., Ste. 265 San Bernardino, CA 92408 Phone: 909-886-9861
Subscribed and sworn to this day of , 20 .

NOTARY PUBLIC LISA DETRICK, Notary Public

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone
number of authorized representatives.

See Attached
Certificate

FEB 07 2024

C-8

☐ Acknowledgment
☒ Jurat
☐ Copy Certificate

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

Subscribed and sworn to (or affirmed) before me on this 7th
day of February, 2024, by _____

Khalil Ahmad Sarwari

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature _____

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.

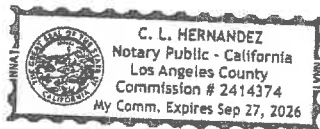
State of California)
) ss

County of San Bernardino)

On JAN 18 2024, before me, C. L. Hernandez, Notary Public, personally appeared Cynthia J. Young, 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.



(Seal)

Signature: C. L. Hernandez
C. L. Hernandez, Notary Public

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07690

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Employers Mutual Casualty Company

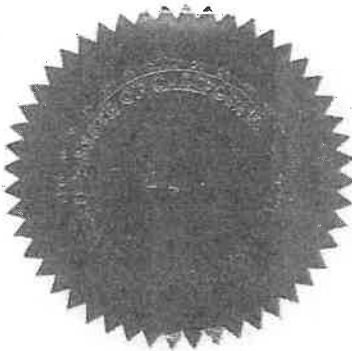
of Des Moines, Iowa, organized under the
laws of Iowa, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of March, 2003, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of March, 2003.



By

John Garamendi
Insurance Commissioner
Victoria S. Sidbury
for Ida Zodrow - Acting Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Cynthia J. Young

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Twenty Million Dollars\$20,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

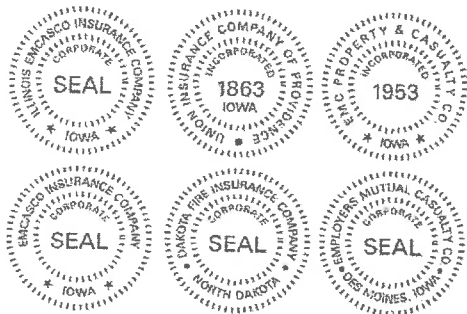
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of January, 2024.

Ryan J. Springer
Vice President

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

FY 2023/2024
CIP PROJECT NO.: 2021-04

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 X

If the answer is yes, explain the circumstances in the space provided.

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

WELL NO. 16 AND PUMP STATION IMPROVEMENTS PROJECT

**FY 2023/2024
CIP PROJECT NO.: 2021-04**

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 - Bid Analysis

| Item | Description | Engineers Estimate | | | R2BUILD dba R2B Engineering | | | Metro Builders & Engineers Group, Ltd. | | |
|------|---|--------------------|------|---------------|-----------------------------|---------------|-----------------|--|-----------------|---------------|
| | General Bid | QTY | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Total Price |
| 1 | Mobilization/Demobilization and Bond and Insurance and BMPs and NDPES Permit Compliance (SWPPP) | 1 | LS | \$ 18,000.00 | \$ 18,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 41,250.00 | \$ 41,250.00 | \$ 41,250.00 |
| 2 | Demolition | 1 | LS | \$ 40,000.00 | \$ 40,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 26,113.00 | \$ 26,113.00 | \$ 26,113.00 |
| 3 | Pump Station Pumps | 2 | EA | \$ 50,000.00 | \$100,000.00 | \$ 94,000.00 | \$ 188,000.00 | \$ 86,938.00 | \$ 173,876.00 | \$ 173,876.00 |
| 4 | Well Discharge Piping | 1 | LS | \$ 50,000.00 | \$ 50,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 221,266.00 | \$ 221,266.00 | \$ 221,266.00 |
| 5 | Sand Separator | 1 | LS | \$ 42,000.00 | \$ 42,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 60,970.00 | \$ 60,970.00 | \$ 60,970.00 |
| 6 | Drain Piping | 1 | LS | \$ 15,000.00 | \$ 15,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,665.00 | \$ 12,665.00 | \$ 12,665.00 |
| 7 | Electrical and Controls | 1 | LS | \$ 359,000.00 | \$359,000.00 | \$ 590,000.00 | \$ 590,000.00 | \$ 584,824.00 | \$ 584,824.00 | \$ 584,824.00 |
| 8 | Concrete Foundations | 91 | SF | \$ 200.00 | \$ 18,200.00 | \$ 169.00 | \$ 15,379.00 | \$ 94.00 | \$ 8,554.00 | \$ 8,554.00 |
| 9 | Ventilation | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 29,375.00 | \$ 29,375.00 | \$ 29,375.00 |
| 10 | Install Public Improvement Project Signs | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 12,500.00 |
| 11 | Southern California Edison Portion | 1 | LS | | | \$ 30,000.00 | \$ 30,000.00 | \$ 57,763.00 | \$ 57,763.00 | \$ 57,763.00 |
| | Total | | | | \$676,200.00 | | \$ 1,199,379.00 | | \$ 1,229,156.00 | |
| | 15% Contingency | | | | \$101,430.00 | | | | | |
| | Grand Total with Contingency | | | | \$777,630.00 | | | | | |

ITEM 10



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 AWARD PROFESSIONAL SERVICES AMENDMENT No. 1 TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award amendment No. 1 as it relates to Architectural Services for the Emergency Operations Center, to Infrastructure Architects for a not-to-exceed amount of \$99,500.
2. Authorize the City Manager to execute the Amendment.

BACKGROUND

The Huntington Park Police Department applied for and has been granted approval for a grant of \$1,000,000 for the rehabilitation of the City's Emergency Operations Center (EOC). The current condition of the EOC is not conducive to a modern incident command center that would house the various functions of emergency response in the event of a community or regional disaster. The EOC is currently housed in the building adjacent to the Police Department in what is known as the "Annex Building". To accommodate an EOC, various infrastructures of the facility will need to be modified to bring it into compliance with ADA codes, building codes, health and safety codes, fire codes as well as conforming to a standardized EOC. Improvements would include restructuring the configuration of the downstairs area to include meeting areas, break-out rooms, secured areas to house staff, security upgrades, communications equipment, electrical upgrades, HVAC improvements, emergency generator, furniture, fixtures, and equipment.

On June 20, 2024, at the regularly scheduled City Council meeting, the Council authorized a professional services agreement for the aforementioned items. During the planning and development phase of the project, it was concluded that additional work to the location would be needed to facilitate an independent secured area for the EOC. The additional improvements would include a renovation to the existing restrooms, and relocation of the emergency backup generator. During the evaluation of the site, an issue

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE EMERGENCY OPERATIONS CENTER

June 20, 2023

Page 2 of 2

with the configuration of the second-floor egress was discovered. The stairs at the back exit of the police station are not allowing officers to safely and efficiently respond from the second story. A redesign of the staircase at this time would be warranted and be included as part of the project.

FISCAL IMPACT

The City has budgeted \$333,000 in matching funds as a requirement of the grant. The funds can be matched by other grant funds, ARPA funds, General Funds, or other sources of funding specifically for infrastructure. Upon final plans, a detailed architect's statement of cost for the project will be included. Prior to the award of a construction contract, the City Council will have an option to complete the project in whole or in part depending on funding availability.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Community Development Director

ATTACHMENT(S):

- A. Infrastructure Architects amendment proposals.

Attachment "A"

CITY OF HUNTINGTON PARK

Proposal for

ARCHITECTURAL SERVICES

A detailed architectural rendering of a modern, multi-story glass skyscraper. The building features a complex, angular design with multiple setbacks and a prominent glass curtain wall. It is situated in an urban environment with other buildings visible in the background. The rendering is presented in a wireframe style, showing the structural framework of the building.

December 2023

PREPARED FOR:
City of Huntington Park

PREPARED BY:
Infrastructure Architects

Tuesday, December 12, 2023

Attn: Mr. Steve Forster, Director of Community
Development City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Architectural Services – Police Dept. Emergency Generator Relocation

Dear Mr. Forster:

Happy holidays and I hope all is well. We appreciate the time that you took to walk the Emergency Operation Center (EOC) project with us and point out the new improvements for the project. One such requirement was the relocation of the emergency generator relocation of the police department. As a reference, I have included an exhibit that shows the current location of the said emergency generator and the general area where the generator will be relocated. After reviewing the existing emergency generator location and the new location to move the emergency generator to, and the process to prepare plans, specification, and estimate (PS&E) for the project, below please find our proposed tasks and fees to complete the task. It is anticipated that preparation of the said PS&E package will take 4 to 6 weeks. We expect minimal comments with the package to be submitted for the city's review. Upon receipt of the city's comments, the PS&E will be finalized in 2 to 4 weeks after that.

| iARCH | | | | | | | |
|--|--------------------|--------------------------------------|----------------------|--------------------|-------------------|--------------------|---------------|
| HP EOC - Emergency Generator Relocation | | | | | | | |
| Tasks and Hours | | | | | | | |
| Tasks | Director/ QA QC | Project Manager/ Sr. Architect | Project Architect | STRUCT Engineer | ELECT Engineer | Sr. Job Captain | Cost of Tasks |
| | \$250 | \$200 | \$180 | \$220 | \$190 | \$150 | |
| Design Development Through Construction Documents | | | | | | | |
| Architectural | 4 | 4 | 20 | | | 40 | \$11,400 |
| Structural | | | | 10 | | 20 | \$5,200 |
| Electrical | | | | | 20 | 20 | \$6,800 |
| Design Fees | | | | | | | \$23,400 |
| BIDDING AND CONSTRUCTION PHASE | | | | | | | |
| Bid Support Services (4 RFIs) | | 4 | | 2 | 4 | | \$3,520 |
| Construction Support Services (4 RFIs including 2 Site Visits) | | 4 | | 2 | 8 | | \$4,280 |
| Construction Support Services | | | | | | | \$7,800 |





We are very grateful to be of service to the City of Huntington Park and to you for allowing us to be a part of your design team. If this cost proposal meets with your approval, kindly ask your staff to send us the Notice-to-Proceed. We are ready to move forward with the project as soon as we are authorized.

After reviewing our proposal, should you have any questions, please contact me at (213) 880-4000, or by email at rabassi@iarchsocal.com.

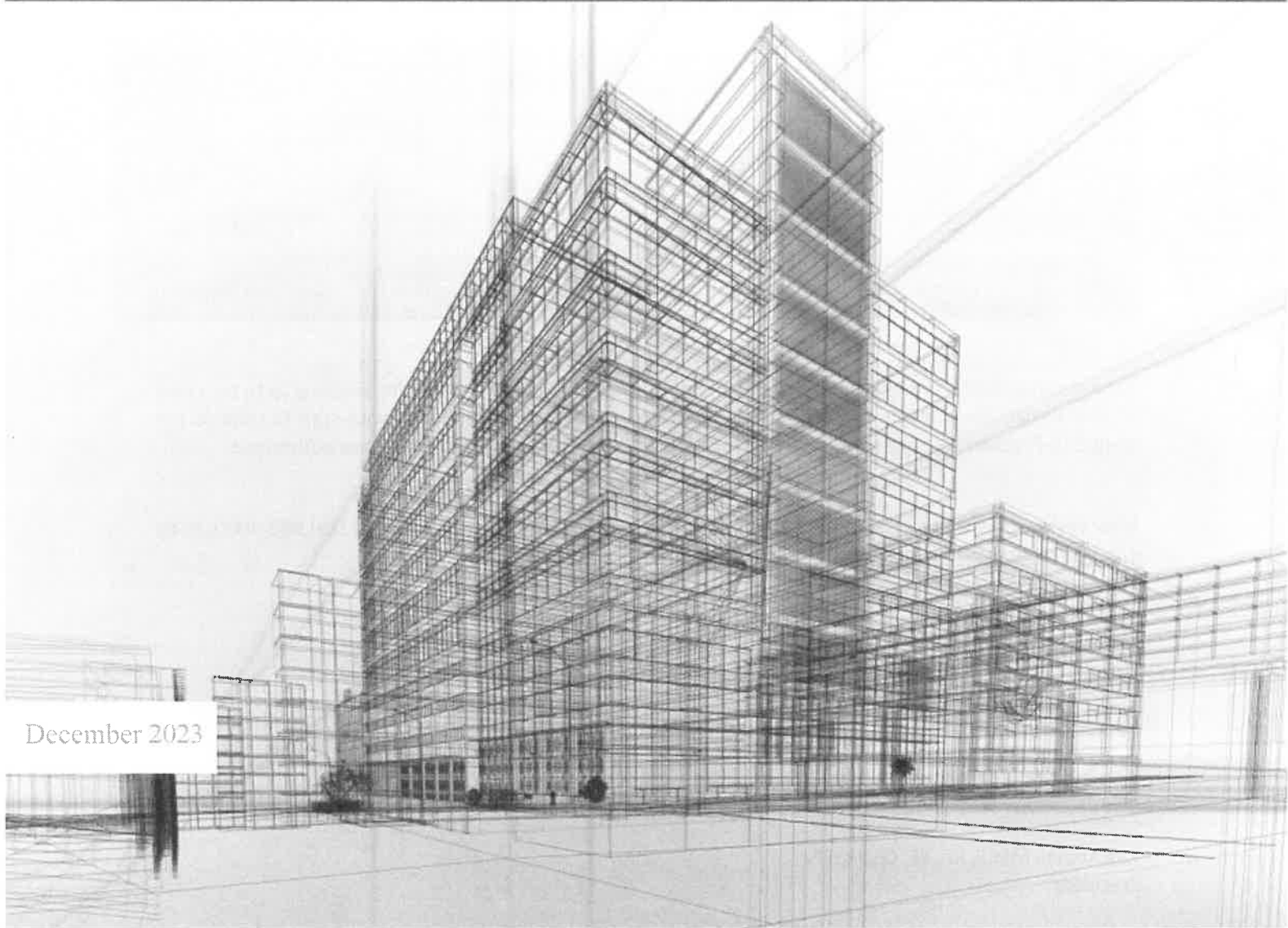
Sincerely,

Infrastructure Architects

A handwritten signature in black ink, appearing to read 'Ray Abassi'.

Ray Abassi, MSCE, PE, TE, QSD/QSP
President

CITY OF HUNTINGTON PARK
Proposal for
**ARCHITECTURAL
SERVICES**



December 2023

PREPARED FOR:
City of Huntington Park

PREPARED BY:
Infrastructure Architects

Tuesday, December 12, 2023

Attn: Mr. Steve Forster, Director of Community
Development City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

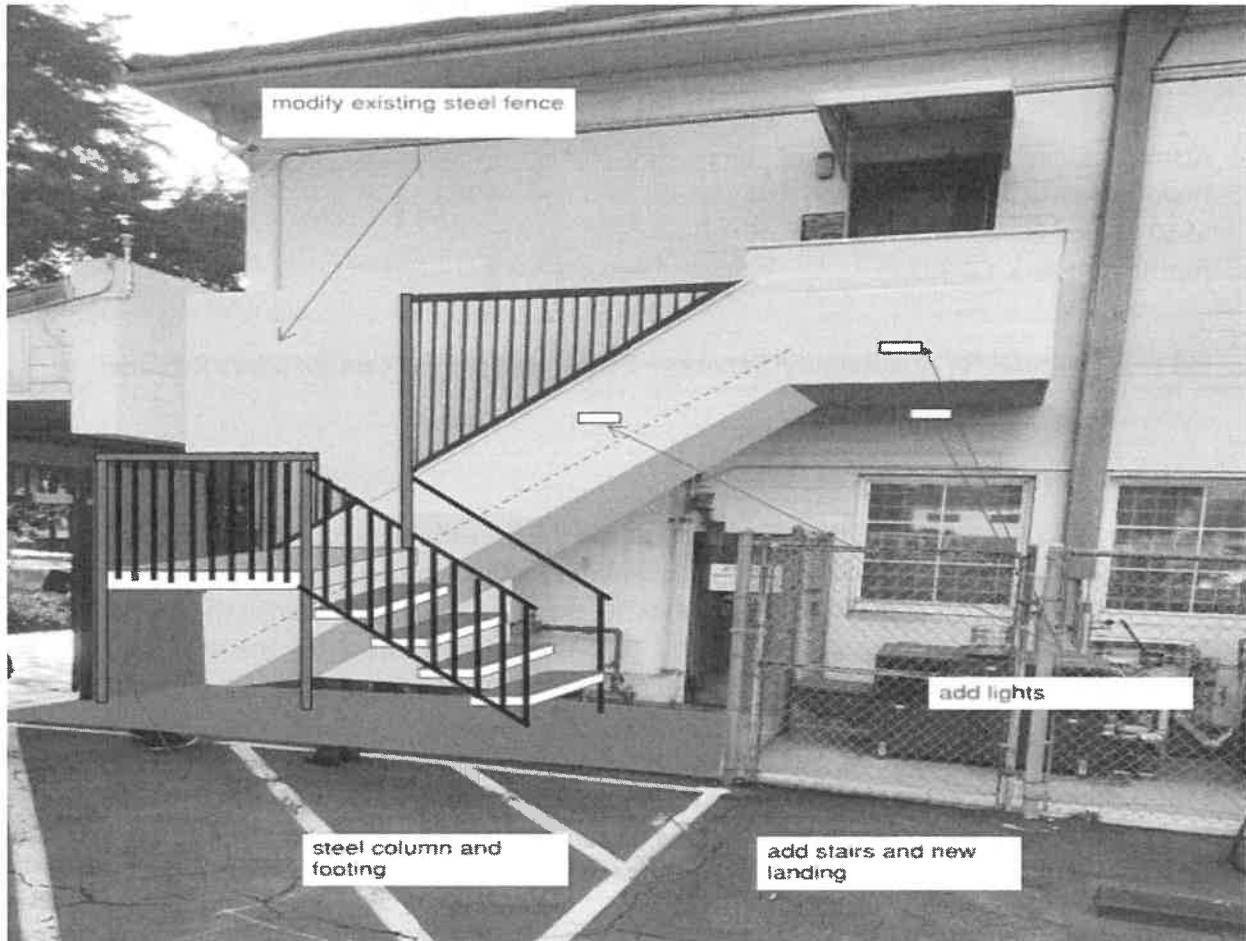
Subject: Proposal for Architectural Services – Police Department Exterior Stairs Remodel

Dear Mr. Forster:

Happy holidays and I hope all is well. We appreciate the time that you took to walk the Emergency Operation Center (EOC) project with us and point out the new improvements for the project. One such requirement was police department exterior stairs remodel, as shown in the below exhibit. As a reference, I have included an exhibit that shows the location of the said stairs to be remodeled. After reviewing the existing stairs and the process to prepare plans, specification, and estimate (PS&E) for the project, below please find our proposed tasks and fees to complete the task. It is anticipated that preparation of the said PS&E package will take 3 to 4 weeks. We expect minimal comments with the package to be submitted for the city's review. Upon receipt of the city's comments, the PS&E will be finalized in 1 to 2 weeks after that.

| iARCH | | | | | | | |
|--|--------------------|---|----------------------|--------------------|-------------------|--------------------|---------------|
| HP EOC - Police Department Exterior Stairs | | | | | | | |
| Tasks and Hours | | | | | | | |
| | Director/ QA QC | Project Manager/ Sr. Architect | Project Architect | STRUCT Engineer | ELECT Engineer | Sr. Job Captain | Cost of Tasks |
| Tasks | \$250 | \$200 | \$180 | \$220 | \$190 | \$150 | |
| Design Development Through Construction Documents | | | | | | | |
| Architectural | 4 | | 20 | | | 80 | \$16,600 |
| Structural | | | | 10 | | 10 | \$3,700 |
| Electrical | | | | | 10 | 10 | \$3,400 |
| Design Fees | | | | | | | \$23,700 |
| BIDDING AND CONSTRUCTION PHASE | | | | | | | |
| Bid Support Services (2 RFIs) | | 2 | 2 | 2 | 2 | | \$1,580 |
| Construction Support Services (2 RFIs including 1 Site Visits) | | 2 | 4 | 4 | 4 | | \$2,760 |
| Construction Support Services | | | | | | | \$4,340 |





We are very grateful to be of service to the City of Huntington Park and to you for allowing us to be a part of your design team. If this cost proposal meets with your approval, kindly ask your staff to send us the Notice-to-Proceed. We are ready to move forward with the project as soon as we are authorized.

After reviewing our proposal, should you have any questions, please contact me at (213) 880-4000, or by email at rabassi@iarchsocal.com.

Sincerely,

Infrastructure Architects

A handwritten signature in dark ink, appearing to read "Ray Abassi".

Ray Abassi, MSCE, PE, TE, QSD/QSP
President

CITY OF HUNTINGTON PARK
Proposal for
**ARCHITECTURAL
SERVICES**

A detailed architectural rendering of a modern, multi-story glass skyscraper. The building features a complex, angular design with multiple setbacks and a prominent glass curtain wall. It is set against a light, hazy background, suggesting an urban environment. The rendering is presented in a wireframe style, emphasizing the structural framework of the building.

December 2023

PREPARED FOR:
City of Huntington Park

PREPARED BY:
Infrastructure Architects

Tuesday, December 12, 2023

Attn: Mr. Steve Forster, Director of Community
Development City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

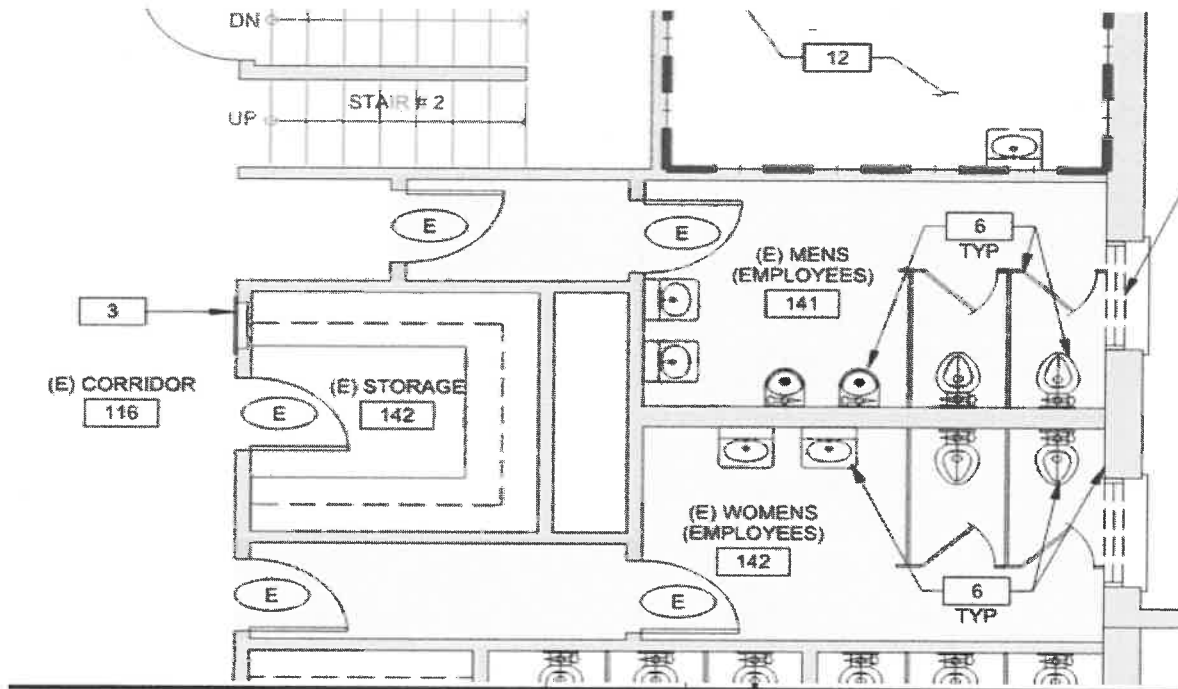
Subject: Proposal for Architectural Services – Bathroom Remodel in HP Police Station

Dear Mr. Forster:

Happy holidays and I hope all is well. We appreciate the time that you took to walk the EOC project with us and point out the new requirements for the project. One such requirement was the updating and renovating of the existing bathroom facilities within the police station as shown in the below exhibit. As a reference, I have included an exhibit that shows the location of the said restroom to be remodeled. After reviewing the existing condition of the restrooms and the process to prepare plans, specification, and estimate (PS&E) for the project, below please find our proposed tasks and fees to complete the task. It is anticipated that preparation of the said PS&E package will take 6 to 8 weeks. We expect minimal comments with the package to be submitted for the city's review. Upon receipt of the city's comments, the PS&E will be finalized in 2 to 4 weeks after that.

| iARCH | | | | | | | | | |
|--|--------------------|--------------------------------------|----------------------|--------------------|-------------------|-------------------|---------------------|--------------------|-----------------|
| HP EOC - Restroom remodel and additional spaces | | | | | | | | | |
| Tasks and Hours | | | | | | | | | |
| Tasks | Director/ QA QC | Project Manager/ Sr. Architect | Project Architect | STRUCT Engineer | ELECT Engineer | PLUMB Engineer | MECH Engineering | Sr. Job Captain | Cost of Tasks |
| | \$250 | \$200 | \$180 | \$220 | \$190 | \$190 | \$190 | \$150 | |
| Design Development Through Construction Documents | | | | | | | | | |
| Architectural | 4 | 8 | 40 | | | | | 40 | \$15,800 |
| Structural | | | | 10 | | | | | \$2,200 |
| Mechanical | | | | | | | 10 | 16 | \$4,300 |
| Plumbing | | | | | | 10 | | 16 | \$4,300 |
| Electrical | | | | | 10 | | | 16 | \$4,300 |
| Design Fees | | | | | | | | | \$30,900 |
| BIDDING AND CONSTRUCTION PHASE | | | | | | | | | |
| Bid Support Services (4 RFIs) | | 4 | 4 | 4 | 4 | 4 | 4 | | \$4,680 |
| Construction Support Services (4 RFIs including 2 Site Visits) | | 4 | 4 | 4 | 4 | 4 | 4 | | \$4,680 |
| Construction Support Services | | | | | | | | | \$9,360 |





Emergency Operations Center Renovation
6538 Miles Avenue, Huntington Park, CA 90255

**EXISTING / DEMOLITION FLOOR &
REFLECTED CEILING PLANS**

We are very grateful to be of service to the City of Huntington Park and to you for allowing us to be a part of your design team. If this cost proposal meets with your approval, kindly ask your staff to send us the Notice-to-Proceed. We are ready to move forward with the project as soon as we are authorized.

After reviewing our proposal, should you have any questions, please contact me at (213) 880-4000, or by email at rabassi@iarchsocal.com.

Sincerely,

Infrastructure Architects

Ray Abassi, MSCE, PE, TE, QSD/QSP
President



ITEM 11



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2024

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 PERFORM EMERGENCY REPAIRS TO THE PUMPING AND BOOSTER EQUIPMENT OF WATER PRODUCTION WELL NO. 14

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. 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 removal and replacement of the pumping and booster equipment at Water Production Well No. 14;
2. Authorize the payment to General Pump Co. for the services and equipment necessary to perform the work for a not-to-exceed amount of \$26,548.24 payable from Account No. 681-8030-461.43-30; and
3. Authorize the payment to Littlejohn-Reuland Corporation for the purchase of equipment for a not to exceed amount of \$7,338.96 from Account No. 681-8030-461.43-30 and;
4. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As a water well ages, the rate at which water may be pumped (commonly referred to as the well yield, flow or performance) tends to decrease, especially in wells that have had deferred maintenance. Water wells require regular maintenance to ensure adequate water flow and continued drinking water safety. Delaying rehabilitation procedures can significantly increase costs and in some cases make rehabilitation impossible.

At the regularly scheduled City Council meeting of December 19, 2023, the Council authorized an emergency inspection of water production Well No. 14 located at 6219 Bissell Street. The inspections were to pull and inspect the pump and motor. This work

CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPAIRS TO THE PUMPING AND BOOSTER EQUIPMENT OF WATER PRODUCTION WELL NO. 14

February 20, 2024

Page 2 of 3

was completed and the finding were that the pump and motor were worn beyond their serviceable life (attached photos). Additionally, it was found that the worn impeller of the pump had caused the motor to work excessively and ultimately fail. The work proposed includes rebuilding the pump, a new motor and mounting hardware that is of current water standards. It is not advisable to repair the motor due to age and lack of parts available.

LEGAL REQUIREMENT

Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.]

22050.

(a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

FISCAL IMPACT/FINANCING

Inframark contacted General Pump and Littlejohn-Reuland to obtain proposals to repair the motor and booster pump. Attachment 1 is General Pump's quote and Attachment 2 is Littlejohn-Reuland's quote. Staff recommend authorizing the payment to General Pump Co. and Littlejohn-Reuland Corporation for the services necessary to perform the work for a not-to-exceed amount of \$26,548.24 and \$7,338.96 respectively payable from Account No. 681-8030-461.43-30. Additionally, authorize the City Manager to sign all applicable documents pertinent to this project.

**CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPAIRS TO THE
PUMPING AND BOOSTER EQUIPMENT OF WATER PRODUCTION WELL NO. 14**

February 20, 2024

Page 3 of 3

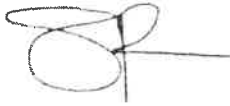
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Acting Director of Public Works

ATTACHMENT(S)

- A. General Pump Quote
- B. Littlejohn-Reuland Quote
- C. Photos

Attachment "A"



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

January 29, 2024

Via Email

Inframark
6900 Bissell Street
Huntington Park, California 90255
Attn: Rick Barba

Subject: Booster 14 – Repair, Install and Start up.

General Pump Company is pleased to provide our quote to furnish a complete new rotating assembly with impeller, mechanical seals, SS shafting, bearing housing, bronze wear rings. A recent inspection indicated the existing assembly was beyond repair and requires complete replacement. The quote will include reinstallation and start-up costs. All rates assume prevailing wage and potential for a DIR # when approved. Please allow 4-5 weeks for receipt of materials after approval.

Cost Proposal

Shop Labor

- Prep rig/crane and tooling for installing new rotating element.
- Sand blast, clean and paint upper pump case.
- Measure and record data on new assembly. QC.
- Load new materials and secure.

Est – 7 Hrs. @ \$118/Hr.

\$826.00

Field Labor

- Mobilize to site, conduct brief tailgate safety meeting.
- Confirm lock out-tag out of energy source.
- Clean case lower half.
- Install new rotating assembly and case gaskets.
- Assemble TB WOODS coupling.
- Laser align pump and motor.
- Perform start up and record data.



Rick Barba
Inframark
January 29, 2024
Page -2-

Field Labor (Con't.)

- Clean & secure site. Demobilize.

| | |
|--|------------|
| Rotary Crane and one-man Crew. Est. – 10 Hrs. @ \$299/Hr. | \$2,990.00 |
| Service truck and pump mechanic Est. – 10 Hrs. @ \$199/Hr. | \$1,990.00 |
| Est. OT 2 Hrs. @ 130/Hr. | 260.00 |
| | \$5,240.00 |

Materials

| | |
|-------------------------------------|-------------|
| • 6AE14 Complete rotating assembly. | \$17,741.00 |
| • Set of case gaskets. | 182.00 |
| • Suction/discharge gasket. | 17.00 |
| • Bolting, suction, discharge. | 112.00 |
| • TB Woods Coupling Insert. | 170.00 |
| • Bronze Tubing and fittings. | 92.00 |
| • Grease, sealer, solvent. | 75.00 |
| • Freight. | 189.00 |
| • Tax @ 10.25% | 1,904.24 |
| | \$20,482.24 |

Estimated Grand Total \$26,548.24

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us. Thank you for the opportunity to provide a quote for our services and we look forward to working with you on this important project.

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Senior Project Manager

Attachment "B"

**LITTLEJOHN-REULAND CORP.**

4575 PACIFIC BLVD.
LOS ANGELES, CA 90058
Phone: (323)-587-5255 / Fax: (323)-581-8385

Sales Quote

| | |
|--------------------|----------|
| Quote No.: | 0132977 |
| Quote Date: | 12/27/23 |
| Page: | 1 |

| | | | |
|-----------------|---|-----------------|--|
| Sold To: | Customer Number: ECOHP INFRAMARK WATER INFRASTRUCTURE HUNTINGTON PK WATER DEPT 6900 BISSELL ST HUNTINGTON PARK, CA 90255 | Ship To: | Ship To Number: INFRAMARK WATER INFRASTRUCTURE HUNTINGTON PK WATER DEPT 6900 BISSELL ST HUNTINGTON PARK, CA 90255 |
|-----------------|---|-----------------|--|

| | | | | | |
|--------------|-------------------|-------------------|--------------------|-----------------|----------------------|
| Quote | Quote Date | Sales Code | Expire Date | Ship Via | Terms |
| 0132977 | 12/27/23 | 008 | 01/27/24 | BEST WAY | HOLD ACCOUNT - CHECK |

| | | |
|--------------------|-------------------|--------------------|
| Customer PO | PO Release | Misc Number |
|--------------------|-------------------|--------------------|

| Order | Item # | Description/Notes | Unit Price | Extension |
|-------|--------------------|--|------------|-----------|
| 1.0 | 445S/364TS | TRANSITION BASE FOR 445S-364TS | 2,025.00 | 2,025.00 |
| 1.0 | FRT | PLUS FREIGHT | .00 | .00 |
| | | ESTIMATED LEAD TIME IN 4-6 WEEKS TO SHIP | | |
| | | ESTIMATED FREIGHT IS \$175.00 | | |
| 1.0 | 075180T3E365TS-W40 | WEG 75HP 230/460 ODP | 4,618.05 | 4,618.05 |
| | | W40 NEMA PREMIUM EFFICIENCY 75 HP 4P | | |
| | | 364/5TS 3PH 230/460/60 HZ IC01 - ODP - | | |
| | | FOOT-MOUNTED | | |
| | | LOCAL STOCK | | |
| | | FUEL SURCHARGE | | 15.00 |
| | | THANK YOU FOR YOUR BUSINESS !!! | | |
| | | CREDIT CARDS GLADLY ACCEPTED FOR PAYMENT | | |

| | |
|------------------|----------|
| Sub Total | 6,658.05 |
| Discount | .00 |
| Tax | 680.91 |
| Freight | .00 |
| Total | 7,338.96 |

Quoted By: _____ Date: _____

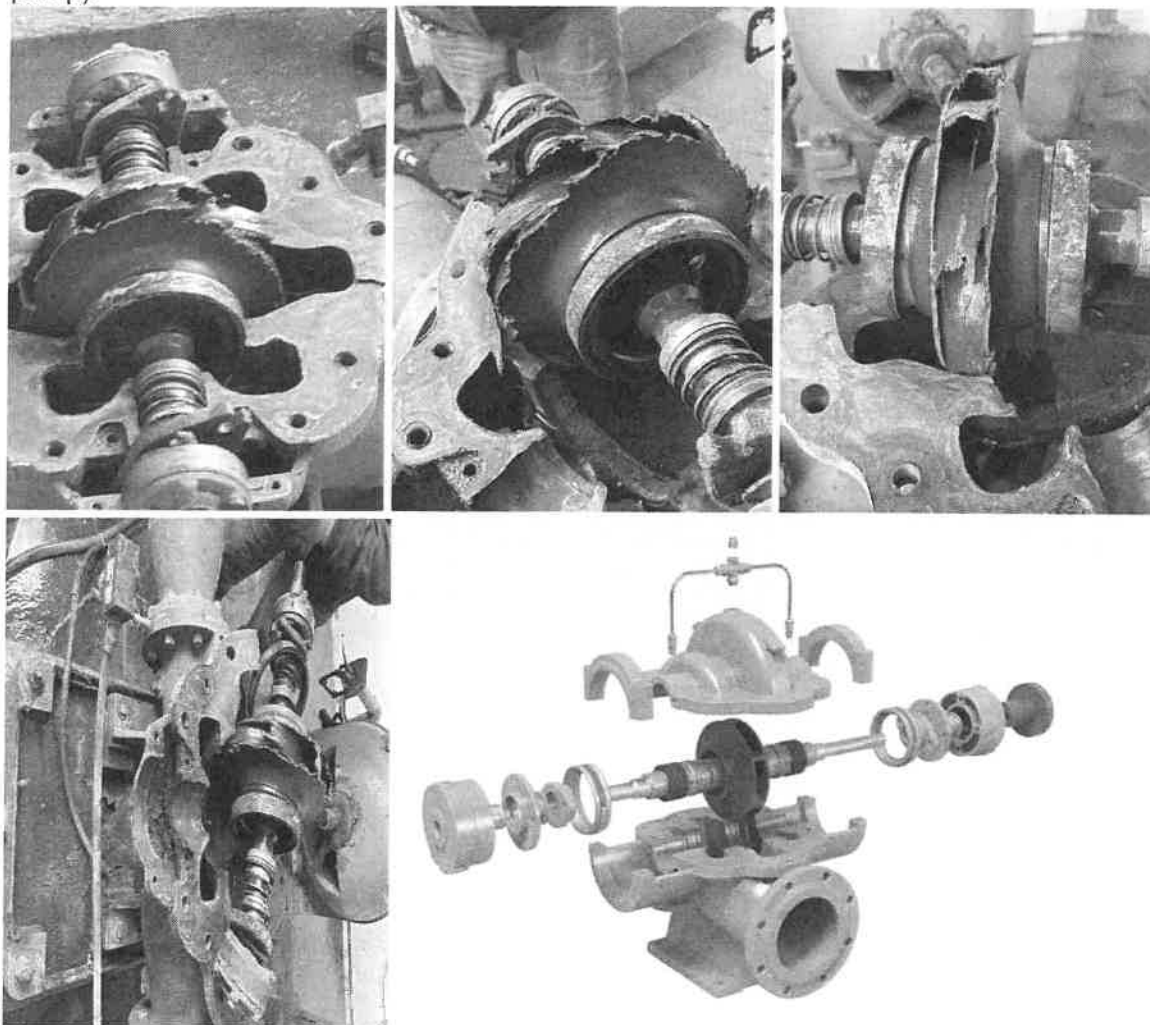
Based on our Terms and Conditions.

Customer

Attachment "C"

Good morning Mr. Forster,

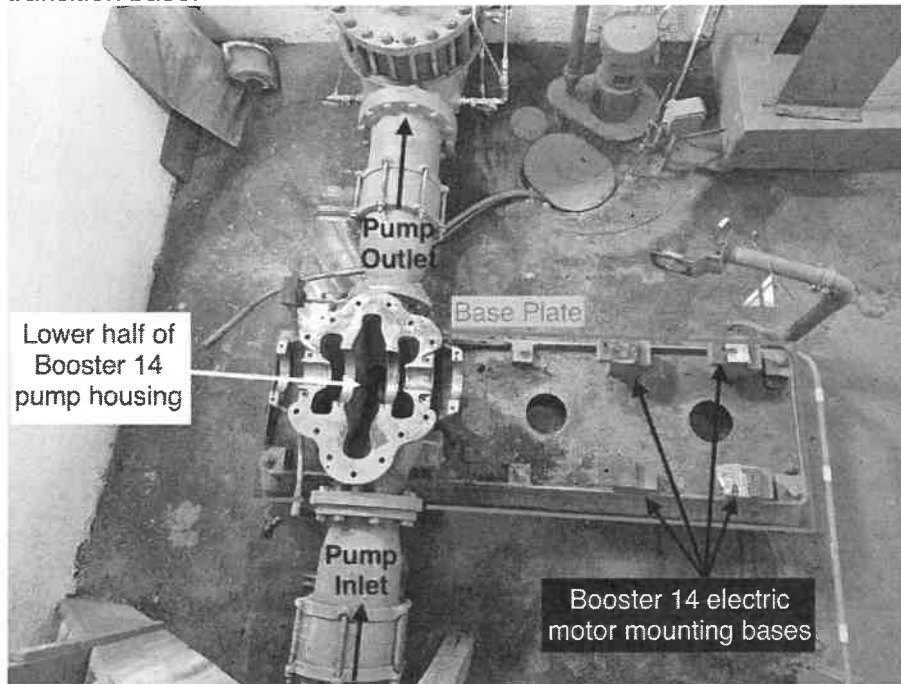
Attached, please find a pair of quotations for work necessary to return Booster 14 back into operation. This booster is located at our Well 14 production site at Bissell and Randolph. Our subcontracting partner, General Pump, performed an inspection last month on the pump half of the booster that revealed extreme wear of the rotating element that includes the impeller and mechanical seals. This rendered our pump extremely inefficient in moving water from the onsite storage reservoir into the system. Please reference the following images that illustrate the extent of the damage (last image provided for context of innards of typical horizontal split case pump).



General Pump's timetable to get this pump rebuilt based on their proposal is estimated at 4-5 weeks.

The second proposal, from Little John-Reuland, focuses on the motor half of the booster. On 12/26/24, after receiving an alarm from our SCADA system of a failure at the booster, Little John performed an inspection on the motor and found that it had suffered failure due to shorting/grounding. We were provided with a quote to rebuild it but were encouraged to look at the possibility of moving away from this specific motor because of its age (manufactured prior to National Electrical Manufacturers Association [NEMA] standards), inefficiency, and limited availability for parts, which could increase maintenance costs over time. We were informed that a new motor would provide better efficiency, meet NEMA standards, and would not stray far off in cost from rebuilding the existing motor.

However, the one caveat of the new motor that we were told needed to be considered was its footprint. The new motor has a smaller overall frame. This means that the output shaft that would need to connect to the rotating element of the pump would not align. We were told that this could be remedied with a transition base that would provide the adequate height to be able to integrate the new, smaller-framed motor. Below is a picture of the existing base plate (red outline) that shows the mounting bases (black arrows) for the old motor (shown on second image). The quoted transition base would mount to these points and the new motor to the transition base.



We hope that these two proposals can be brought to the City Council soon for consideration and approval. With this site currently offline and Well 15 awaiting permitting to operate, we are relying on two of six production sites and our imported water source from the Metropolitan Water District for all our needs, including emergencies.

Please let me know if you have any questions, comments, or requests for additional information.

Thank you sir,

Rick Barba | Project Manager



6900 Bissell Street | Huntington Park, CA 90255
(O) 1.323.587.5969 ext. 1 | (M) 1.323.501.3438
www.inframark.com

ITEM 12



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 20, 2024

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 OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION (PLHA) – GRANT APPLICATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Staff to apply for PLHA Grant funds in the amount of \$ 2,686,264.00.
2. Authorize the City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
3. Authorize City staff to electronically submit the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).
4. Amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Community Development Department continues to pursue funding opportunities that will support the City's goals related to developing affordable housing. To that end, the City is eligible to apply for the PLHA grant.

The purpose of the PLHA is to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock, specifically:

CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION

February 20, 2024

Page 2 of 4

- ☐ Increase the supply of housing for households at or below 60% of the area median income.
- ☐ Increase assistance to affordable owner-occupied workforce housing.
- ☐ Assist persons experiencing or at risk of homelessness.
- ☐ Facilitate housing affordability, particularly for lower- and moderate-income households.
- ☐ Promote projects and programs to meet the local government's unmet share of regional housing needs allocation; and
- ☐ Ensure geographic equity in the distribution of the funds.

The amount the City of Huntington Park is applying for is \$ 2,686,264.00 and will be for a three-year period distribution. Only 5% is allocated for administrative costs.

Eligible activities include:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of area median income (AMI), or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Health and Safety Code (HSC) Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a. This activity may include sub-awards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or California

CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION

February 20, 2024

Page 3 of 4

Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

b. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR (California Code Regulations), Section 8409, subdivision (b)(1)-(6) and in compliance with the Welfare and Institutions Code (WIC) Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

This is a non-competitive Notice of Funding Availability (NOFA) process with a deadline of February 29, 2024.

FISCAL IMPACT/FINANCING

The City is applying for PLHA funding, in the amount of \$2,686,264, over a three-year period.

- 2020/2021 = \$ 1,012,910
- 2021/2022 = \$ 1,114,676
- 2022/2023 = \$ 558,678
- **TOTAL - \$2,686,264**

CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION

February 20, 2024

Page 4 of 4

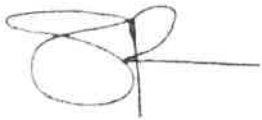
CONCLUSION

Staff recommends the City Council approve the Permanent Local Housing Allocation (PLHA) Grant Application Proposed Activities Plan. The Plan proposes to provide funding to create affordable housing for low- and moderate-income residents of the City of Huntington Park. A resolution will follow upon a ten (10) day notice period of public comment at a subsequent City Council meeting.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

A. PLHA Application

ATTACHMENT "A"

Permanent Local Housing Allocation (PLHA) Formula Allocation

2023 Application for New Applicants



**State of California
Governor, Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

Email: PLHA@hcd.ca.gov

**Final Filing Date: June 30, 2027
at 4:00 P.M. PST**

| Instructions | | Rev. 02/01/24 | |
|--|--|---|----------------|
| <p align="center">This application form is limited to Applicants who did not apply to the 2020, 2021, and 2022 Formula Allocation NOFA</p> | | | |
| <p><i>When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.</i></p> | | | |
| <p>Applications must be submitted electronically to the Department's HCD Portal Sign In website. To receive an award of CY 2020 funds, applicants are required to submit an application and demonstrate a fully compliant Housing Element and submittal of the applicable Annual Progress Report(s) no later than February 29, 2024. All CY 2020 funds should be requested by June 30, 2024.</p> | | | |
| <p align="center">This NOFA will remain open to eligible applicants through June 30, 2027.</p> | | | |
| <p>Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. If you encounter problems with the application, please fill out the Application Support worksheet and email the entire workbook to Application Support at PLHA@hcd.ca.gov.</p> | | | |
| <p>General Instructions Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.</p> | | | |
| <p>Guideline references are made with "\$" and the corresponding guideline section number.</p> | | | |
| <p>"Yellow" cells are for Applicant input. Failure to provide the required attachments and documentation will disqualify your application from consideration.</p> | | | |
| <p>Required attachments are indicated in "orange" throughout the New Applicant Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Tin" or "Reuse Plan".</p> | | | |
| <p>Threshold items are indicated in "blue" cells.</p> | | | |
| <p>"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program.</p> | | | |
| <p>Applicant must complete the following worksheets in the PLHA Formula Allocation Application.</p> | | | |
| <p>Formula Allocation Application</p> | | | |
| <p>302(c)(4) Plan</p> | | | |
| <p>Urban County</p> | | | |
| Checklist | | | |
| Threshold Requirement | Electronic File Name | Document Description | Included? |
| X | Application and Adopting the PLHA Plan (2020-2023 Allocations) Reso | Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines. | Included |
| X | App1 TIN | Provide a signed Gov't TIN Form | Included |
| X | Applicant Delegation Agreement | Legally binding agreement between Delegating and Administering Local Governments. | Not Applicable |
| X | Plan Adoption Reso | §302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. <i>PLHA webpage for Plan Adoption Resolution Document, located under our Forms tab.</i> | Included |
| X | Reuse Plan | Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301. | Included |
| X | Executed Application | Provide a copy of the signed application. Signature in blue ink preferred. | Not Applicable |
| <p>Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.</p> | | | |

| Local Government Formula Allocation for New Applicants | | | | | | | | Rev. 02/01/24 | | | | | | | | | | | | | |
|--|--|---|--|---------------------------------------|--|--|--|----------------------|--|--|--|---|--|--------------|--|----|--|-----------|--|-------|--|
| Eligible Applicant Type: | | Entitlement | | | | | | | | | | | | | | | | | | | |
| Local Government Recipient of PLHA Formula Allocation: | | | | | | | | Huntington Park | | | | | | | | | | | | | |
| 2021 PLHA NOFA Formula Allocation Amount: | | \$1,012,910 | | 2021 NOFA Allowable Local Admin (5%): | | \$50,646 | | Admin requested? Yes | | | | | | | | | | | | | |
| 2022 PLHA NOFA Formula Allocation Amount: | | \$1,114,676 | | 2022 NOFA Allowable Local Admin (5%): | | \$55,734 | | Admin requested? Yes | | | | | | | | | | | | | |
| 2023 PLHA NOFA Formula Allocation Amount: | | \$558,678 | | 2023 NOFA Allowable Local Admin (5%): | | \$27,934 | | Admin requested? Yes | | | | | | | | | | | | | |
| <p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p> <p>For each year (2020-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.</p> | | | | | | | | | | | | | | | | | | | | | |
| \$300 Eligible Applicants | | | | | | | | | | | | | | | | | | | | | |
| <p>§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.</p> | | | | | | | | | | | | | | | | | | | | | |
| Applicant: | | City of Huntington Park | | | | | | | | | | | | | | | | | | | |
| Address: | | 6550 Miles Ave | | | | | | | | | | | | | | | | | | | |
| City: | | Huntington Park | | State: | | CA | | Zip: | | 90255 | | County: | | Los Angeles | | | | | | | |
| Auth Rep Name: | | Steve Forster | | Title: | | Community Development Director | | Auth Rep. Email: | | Sforster@hpca.gov | | Phone: | | 323-584-0616 | | | | | | | |
| Address: | | 6550 Miles Ave | | | | | | | | City: | | Huntington Park | | State: | | CA | | Zip Code: | | 90255 | |
| Contact Name: | | Ishah Ahumada | | Title: | | Project Manager | | Contact Email: | | iahumada@hpca.gov | | Contact Phone: | | 323-584-6290 | | | | | | | |
| Address: | | 6550 Miles Ave | | | | | | | | City: | | Huntington Park | | State: | | CA | | Zip Code: | | 90255 | |
| §300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? | | | | | | | | | | | | No | | | | | | | | | |
| <p>§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?</p> | | | | | | | | | | <p>A sample agreement can be found by double clicking on the icon to the right</p> | |  | | N/A | | | | | | | |
| File Name: | | Application and Adopting the PLHA Plan (2020-2023 Allocations) Reso | | | | Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines. | | | | Yes | | Uploaded to HCD? | | Yes | | | | | | | |
| File Name: | | App1 TIN | | | | Provide a signed Gov't TIN Form | | | | | | Uploaded to HCD? | | Yes | | | | | | | |
| File Name: | | Applicant Delegation Agreement | | | | Legally binding agreement between Delegating and Administering Local Governments. | | | | | | Uploaded to HCD? | | N/A | | | | | | | |
| \$301 Eligible Activities | | | | | | | | | | | | | | | | | | | | | |
| §301(a) Eligible activities are limited to the following: | | | | | | | | | | | | Select below: | | | | | | | | | |
| §301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. | | | | | | | | | | | | Yes | | | | | | | | | |
| §301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing. | | | | | | | | | | | | Yes | | | | | | | | | |
| §301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments. | | | | | | | | | | | | No | | | | | | | | | |
| §301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance. | | | | | | | | | | | | No | | | | | | | | | |

| | | | | |
|--|------------|--|------------------|--|
| <p>§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.</p> | | | | No |
| §302 Threshold Requirements | | | | |
| <p>§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.</p> | | | | Yes |
| <p>§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.</p> | | | | Yes |
| <p>§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.</p> | | | | Yes |
| <p>§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.</p> | | | | Yes |
| <p>§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?</p> | | | | Yes |
| <p>§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.</p> | | | | Yes |
| <p>§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.</p> | | | | Yes |
| <p>§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.</p> | | | | Yes |
| <p>§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.</p> | | | | Yes |
| <p>§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?</p> | | | | Yes |
| File Name: | Reuse Plan | Provide Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301. | Uploaded to HCD? | Yes |
| Administration | | | | |
| Applicant agrees to adhere to §500, Accounting Records. | | | | Yes |
| Applicant agrees to adhere to §501, Audits/Monitoring of Project Files. | | | | Yes |
| Applicant agrees to adhere to §502, Cancellation/Termination. | | | | Yes |
| Applicant agrees to adhere to §503, Reporting. | | | | Yes |
| Certifications | | | | |
| On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block. | | | | |
| <div style="border: 1px solid black; padding: 5px; text-align: center;">Steve Forster</div> | | <div style="border: 1px solid black; padding: 5px; text-align: center;">Community Development Director</div> | | <div style="border: 1px solid black; width: 150px; height: 40px; margin: 5px auto;"></div> |
| Authorized Representative Printed Name | | Title | | Signature |
| | | | | Date |

§302(c)(4) Plan

Rev. 02/01/24

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities

The City of Huntington Park proposes to use their allocated PLHA funds in the following manner:
5% towards Administrative costs; and Activities 2 and 6.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI)

The City of Huntington Park will utilize PLHA funds to target households earning 30% or less of area median income (AMI) for Activity #6, homeless assistance programs.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The Housing Element establishes goals that address the City's development, maintenance, and improvement of the housing stock. Of these goals and policies from the Housing Element, the following apply to the projects and programs that the City of Huntington Park is proposing. Goal Policy (1.1) Promote opportunities of homeownership to low and moderate income household through homebuyer assistance programs or inclusionary housing requirements that apply to homeownership projects and (1.2) Facilitate the development of missing middle housing (Accessory Dwelling Units, duplexes, triplexes, and small lot subdivisions consistent with state law) to provide affordable housing opportunities in existing neighborhoods.

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting)

| Funding Allocation Year | 2021 | 2022 | 2023 | | | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-------|
| §302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity | | | | | | | | | | | | | | | | |
| §302(c)(4)(E)(ii) Area Median Income Level Served | | | | | | | | | | | | | | | | TOTAL |
| §302(c)(4)(E)(iii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2021, 2022 only | | | | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(iv) Projected Number of Households Served | | | | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(v) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects) | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | 55 Years | |

§302(c)(4)(E)(vi) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity

Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing 70%

The City of Huntington Park will purchase and rehabilitate distressed properties to be rented and/or purchased by households earning less than 120% County AMI.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting)

| Funding Allocation Year | 2020 | 2021 | 2022 | 2023 | | | | | | | | | | | | |
|--|------------------------|------------------------|---------------------------|------------------------|--|--|--|--|--|--|--|--|--|--|--|-------|
| Type of Affordable Housing Activity | Ownership: Acquisition | Ownership: Acquisition | Ownership: Rehabilitation | Ownership: Acquisition | | | | | | | | | | | | |
| §302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity | 80% | 80% | 70% | 70% | | | | | | | | | | | | |
| §302(c)(4)(E)(ii) Area Median Income Level Served | 120% | 120% | 120% | 120% | | | | | | | | | | | | TOTAL |
| §302(c)(4)(E)(iii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only | | | | n/a | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(iv) Projected Number of Households Served | 1 | 1 | 0 | 1 | | | | | | | | | | | | 3 |
| §302(c)(4)(E)(v) Period of Affordability for the Proposed Activity (55 years required for rental housing projects) | 30 | 30 | 30 | 30 | | | | | | | | | | | | |

§302(c)(4)(E)(vi) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project

The City proposes to acquire the first property within the next year. The following 9 months will be for the rehabilitation of the property. Upon Certificate of Occupancy (COO), the ownership of the site will be processed. The same process will be utilized for the remaining 2 properties.

§301(a)(6) Assisting persons who are experiencing or at risk of homelessness, including but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The City of Huntington Park will contract with an experienced supportive/case management consultant to service individuals at risk of homelessness and that are homeless.

| | | | | | | | | | | | | | |
|--|--------------------------------------|--------------------------------------|--|--------------------------------------|--|--|--|--|--|--|------------------|--|-------|
| Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting). | | | | | | | | | | | | | |
| Funding Allocation Year | 2020 | 2021 | 2022 | 2023 | | | | | | | | | |
| Type of Activity for Persons Experiencing or At Risk of Homelessness | Supportive/Cas e Management Services | Supportive/Cas e Management Services | Supportive/Cas e Management Services | Supportive/Cas e Management Services | | | | | | | | | |
| §302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity | 15% | 15% | 25% | 25% | | | | | | | | | |
| §302(c)(4)(E)(ii) Area Median Income Level Served | 30% | 30% | 30% | 30% | | | | | | | | | TOTAL |
| §302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only | N/A | N/A | N/A | N/A | | | | | | | | | 0 |
| §302(c)(4)(E)(ii) Projected Number of Households Served | 100 | 100 | 100 | 100 | | | | | | | | | 400 |
| §302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects) | n/a | n/a | n/a | n/a | | | | | | | | | |
| §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City of Huntington Park will partner with Inner City Visions (ICV) to assist persons who are experiencing or at-risk of homelessness, including supportive and/or case management services that allow people to obtain and retain housing. The City has thoroughly vetted ICV and they have a well-established relations with the City providing services for homeless individuals within City limits. Additionally, they have met or exceeded their outreach goals. | | | | | | | | | | | | | |
| §301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments. | | | | | | | | | | | | | |
| §302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity. | | | | | | | | | | | | Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH) | |
| | | | | | | | | | | | | | |
| Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting). | | | | | | | | | | | | | |
| Funding Allocation Year | | | | | | | | | | | | | |
| Type of Activity | | | | | | | | | | | | | |
| §302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity | | | | | | | | | | | | | |
| §302(c)(4)(E)(ii) Area Median Income Level Served | | | | | | | | | | | | | TOTAL |
| §302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(ii) Projected Number of Households Served | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects) | | | | | | | | | | | | | |
| §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| §301(a)(8) Homeownership opportunities, including, but not limited to, down payment assistance. | | | | | | | | | | | | | |
| §302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity. | | | | | | | | | | | | Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH) | |
| | | | | | | | | | | | | | |
| Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting). | | | | | | | | | | | | | |
| Funding Allocation Year | | | | | | | | | | | | | |
| Type of Homeowner Assistance | | | | | | | | | | | | | |
| §302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity | | | | | | | | | | | | | |
| §302(c)(4)(E)(ii) Area Median Income Level Served | | | | | | | | | | | | | TOTAL |
| §302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(ii) Projected Number of Households Served | | | | | | | | | | | | | 0 |
| §302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity | | | | | | | | | | | | | |
| §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| File Name: | Plan Adoption Reso | | §302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content | | | | | | | | Uploaded to HCD? | | Yes |

Total Percentage of Funds Allocated Calculator (2020 - 2023)

| 2020 Allocation | |
|--|-----|
| Admin | 0% |
| Funds Allocated | 95% |
| Total Percentage of Funds Allocated for 2020 | 95% |

| 2021 Allocation | |
|--|------|
| Admin | 5% |
| Funds Allocated | 95% |
| Total Percentage of Funds Allocated for 2021 | 100% |

| 2022 Allocation | |
|--|------|
| Admin | 5% |
| Funds Allocated | 95% |
| Total Percentage of Funds Allocated for 2022 | 100% |

| 2023 Allocation | |
|--|------|
| Admin | 5% |
| Funds Allocated | 95% |
| Total Percentage of Funds Allocated for 2023 | 100% |

URBAN COUNTY

If you are an Urban County, please complete the following table

[illegible]

[illegible]

le:

List the amount of the allocation being applied for that will be shared with this city.

\$20,000.00

[illegible]

Application Development Team (ADT) Support Form

Rev. 02/01/24

Please complete the "yellow" cells in the form below and email a copy to: PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

| | | | | | |
|------------|--|-----------------|--|---------------------------|--|
| Full Name: | | Date Requested: | | Application Version Date: | |
|------------|--|-----------------|--|---------------------------|--|

| | | | | | |
|---------------|--|--------|--|----------------|--|
| Organization: | | Email: | | Contact Phone: | |
|---------------|--|--------|--|----------------|--|

Justification:

| Issue # | Program Name & | Tab | Section | Cell# | Update/Comment | Urgency | ADT Status | Status Date |
|---------|----------------|-----|---------|-------|----------------|---------|------------|-------------|
| 1 | PLHA Supp App | | | | | | | |
| 2 | PLHA Supp App | | | | | | | |
| 3 | PLHA Supp App | | | | | | | |
| 4 | PLHA Supp App | | | | | | | |
| 5 | PLHA Supp App | | | | | | | |
| 6 | PLHA Supp App | | | | | | | |
| 7 | PLHA Supp App | | | | | | | |
| 8 | PLHA Supp App | | | | | | | |
| 9 | PLHA Supp App | | | | | | | |
| 10 | PLHA Supp App | | | | | | | |
| 11 | PLHA Supp App | | | | | | | |
| 12 | PLHA Supp App | | | | | | | |
| 13 | PLHA Supp App | | | | | | | |
| 14 | PLHA Supp App | | | | | | | |
| 15 | PLHA Supp App | | | | | | | |
| 16 | PLHA Supp App | | | | | | | |
| 17 | PLHA Supp App | | | | | | | |
| 18 | PLHA Supp App | | | | | | | |
| 19 | PLHA Supp App | | | | | | | |
| 20 | PLHA Supp App | | | | | | | |
| 21 | PLHA Supp App | | | | | | | |
| 22 | PLHA Supp App | | | | | | | |
| 23 | PLHA Supp App | | | | | | | |
| 24 | PLHA Supp App | | | | | | | |
| 25 | PLHA Supp App | | | | | | | |