

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, February 6, 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 session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. CERTIFICATE AND ADJOURMENT IN MEMORY OF GUILLERMO FLORES
2. PRESENTATION BY KIWANIS K-KIDS CLUB
3. CERTIFICATION OF APPRECIATION FOR 2023 SALVATION ARMY
THANKSGIVING FOOD PREPERATION AND DISTRIBUTION PROJECT
4. RECOGNITION OF OUTGOING CITY COMMISSIONERS
5. WATER PRESENTATION

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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957(b)(1)
Position: City Manager

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 20, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated March 19, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the 100% completed plans, specifications and engineer's estimate for CIP 2019-14 ATP Cycle V Project; and
3. Authorize staff to proceed with bid advertisement for construction.

4. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-14 ATP Cycle V Project.

5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2022-02 ATP CYCLE VI PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design (PA&ED) of CIP 2022-02 ATP Cycle VI Project.

COMMUNITY DEVELOPMENT

6. AWARD OF CONTRACT AMENDMENT FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Award a contract amendment for services related to Street Light(s) and Wi-Fi Demonstration Project to Louii's Electric Power & Lighting Company in an amount not to exceed \$227,260 and;
2. Authorize the City Manager to execute the final terms of the contract amendment.

7. 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.

8. AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR PROFESSIONAL SERVICES RELATED TO ARCHITECTURAL SERVICES AT CITY HALL

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request For Qualifications (RFQ) process for professional services related to the development of plans, specifications and estimate for City Hall.

POLICE

9. APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT ADMINISTRATION DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the expenditure of funds to purchase two Police Administration Division vehicles from FCA US, LLC (DODGE), specifically Carville Chrysler Dodge Jeep Ram in Greeneville, TN; and,
2. Approve Finance Department to draw the funds for this purchase from account number 111-7010-421-73-11 (Improvements – New Support Vehicles); and
3. Authorize the Chief of Police to purchase the vehicles and associated technology and emergency response equipment.

10. AUTHORIZATION TO RENEW AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

RECOMMENDED THAT CITY COUNCIL:

1. Approve and renew the City-County Municipal Services Agreement with Los Angeles County Department of Animal Care and Control; and
2. Authorize the City Manager to execute the agreement.

CITY CLERK

11. COMMISSIONS VACANCY UPDATE

RECOMMENDED THAT CITY COUNCIL:

1. Receive and file report regarding current and upcoming Commission vacancies.

PARKS AND RECREATION

12. CONSIDERATION AND APPROVAL FOR RENEWAL OF LICENSE AGREEMENT WITH HARBOR AREA FARMERS MARKETS TO TAKE PLACE AT SALT LAKE PARK FROM 2024 - 2026

RECOMMENDED THAT CITY COUNCIL:

1. Approve renewal of license agreement with Harbor Area Farmers Markets for usage of Salt Lake Park from 2024 – 2026; and
2. Authorize City Manager to execute Agreement.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

COMMUNITY DEVELOPMENT

13. CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Approve a Resolution authorizing the PLHA Plan; and
3. Authorize the City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
4. Authorize City staff to electronically submit the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).

END OF PUBLIC HEARING(S)

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 Guillermo Flores to a Regular Meeting on Tuesday, April 2, 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 15th day of March 2024.



Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, February 20, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, February 20, 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)

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 COMMENTS

The following person provided public comment:

1. Danilo Perez
2. Albert Fontenez
3. Jorge Marzariego
4. Juan Perez
5. Central Tire
6. Las Coronas Grill
7. Saro Khachanrian
8. Diego Castillo
9. Obdulia Castillo
10. Leonardo Coro

STAFF RESPONSE

City Manager Ricardo Reyes commented that a response to some of the public comment will need to be addressed at a later time due possible pending litigation.

Community Development Director Steve Forster concurred with City Manager Reyes and proceeded advise that he will work with those individuals who may have a pending code enforcement matter that have now been turning over to the city prosecutor. He added that he will work closely with the Police Department regarding the street vending matters and provide a response accordingly to those public commenters. He also addressed the conditional use permit comments by advising council of the multiple extensions may of these businesses have received. Mr. Forster deferred to some of the matters to Police Chief Cosme Lozano.

Police Chief Lozano commented on the enforcement of the street vendors and stated that he would speak with those individuals who are dealing with a loitering issue on Stafford Ave.

Vice Mayor Macias thanked Police Chief Lozano for the follow up on these matters and requested that code enforcement do what they can to assist in addressing the issue.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case

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 Ortiz moved to approve the consent calendar, seconded by Vice Mayor Macia. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

1. CITY COUNCIL MEETING MINTUES

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

1. 1. Regular City Council Meeting held February 6, 2023

FINANCE

2. CHECK REGISTER

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

MOTION: Council member Ortiz moved to authorize filming at the City of Huntington Park Courthouse Building; and authorize the City Manager to prepare and execute an agreement with Netflix Productions, LLC, seconded by Council member Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

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

MOTION: Council member Martinez moved to approve Resolution 2024-02 to participate in the National Flood Insurance program and cooperate with the federal emergency management agency; and authorize the Community Development Department to begin processing a floodplain management ordinance that meets or exceeds the minimum National Flood Insurance management programs criteria, seconded by Council member Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

5. CONSIDERATION AND APPROVAL 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

MOTION: Council member Ortiz moved to 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; and 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); and amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

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

MOTION: Council member Ortiz moved award a One (1) year professional service agreement (PSA) to Hub Cities Career Center to create employment opportunities for residents; and authorize the City Manager to execute the PSA, seconded by Council member Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

7. CONSIDERATION AND APPROVAL TO 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

MOTION: Council member Martinez moved Authorize an amendment for professional services related to the CDBG-CV and HOME grant administration and

authorize the City Manager to execute the amendments, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

PUBLIC WORKS

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

MOTION: Council member Martinez moved to award Jam Corporation the construction contract for Fire Protection alarm system for a not-to-exceed amount of \$983,900.00; and 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 authorize the City Manager to execute the construction contract agreement, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

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

MOTION: Council member Flores moved to 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 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 authorize the City Manager to execute the construction contract agreement and all applicable change orders in good faith, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

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

Item ten (10) was pulled from the agenda.

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

MOTION: Council member Martinez moved 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; and 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 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 authorize the City Manager to sign all applicable documents, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

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

MOTION: Vice Mayor Macias moved to authorize Staff to apply for PLHA Grant funds in the amount of \$ 2,686,264.00; and authorize the City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and authorize City staff to electronically submit the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP); and amend the Fiscal Year 2023-2024 Budget in accordance with the approved Fiscal Year allocation of funds, seconded by Council member Ortiz. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Sanabria

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

City Manager Reyes thanked the Community Development Department for all their hard work.

Park and Recreation Director Cynthia Norzagaray reminded everyone of the upcoming 5k race at Salt Lake Park on March 16, 2024 at 8:30am.

Community Development Director Steve Forster thanked his staff for all their hard work.

Communications Director Sergio Infanzon reminded everyone of the upcoming city events and encouraged everyone to visit the city website for additional information.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council member Ortiz thanked staff and directors for stepping up and being nimble and filling other rolls when needed. She then gave a special shout out to Parks and Recreation for all their work in providing robust sports programming.

Council member Matinez thanked staff for providing this safe space. He then highlighted the issue with the liquor store on Stafford Ave and making sure we address this issue that affects our community.

Council member Flores thanked staff for their hard work. He then congratulated City Clerk Sarmiento on the birth of his new child.

Vice Mayor Macias thanked staff for their hard work. She added that the directors continue to do the work for the community which included making tough decisions. She closed by encouraging the community to get out and vote on March 5, 2024.

ADJOURNMENT

Vice Mayor Macias adjourned the at 8:19 p.m. The next City of Huntington Park City Council meeting will be held 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.

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 Traffic & 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 3/19/2024

PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
10-8 RETORFITING	20005	111-7010-421.43-20	EMERGENCY LIGHTING SYSTEM	4,148.85
10-8 RETORFITING Total				4,148.85
4IMPRINT INC	26509539	111-6030-451.61-35	STAFF SHIRTS	2,821.58
4IMPRINT INC Total				2,821.58
AARON CRUZ	5325	111-6060-466.33-20	FOLKLORICO CLASSES	256.00
	5326	111-6060-466.33-20	FOLKLORICO CLASSES	160.00
AARON CRUZ Total				416.00
ACCIDENT RESEARCH & BIOMECHANICS	28618	111-9031-413.52-30	PD UNIT MAINTENANCE	6,904.00
ACCIDENT RESEARCH & BIOMECHANICS Total				6,904.00
ADLERHORST INTERNATIONAL LLC	120879	111-7010-421.61-20	K-9 SUPPLIES	468.71
	120935	111-7010-421.61-20	K9 TRAINING CERTIFICATION	450.00
	120983	111-7010-421.61-20	K9 DOG FOOD	161.63
ADLERHORST INTERNATIONAL LLC Total				1,080.34
ADVANCE AUTOPARTS PROFESSIONAL	594889967	741-8060-431.43-20	PARTS FOR PW UNIT	-21.25
	879940406494	111-8085-431.43-21	PARTS FOR PD UNITS	261.17
	8799328457925	111-7010-421.43-20	PARTS FOR PD UNITS	566.26
	8799329922149	111-7010-421.43-20	PARTS FOR PD UNITS	169.34
	8799331222534	741-8060-431.43-20	PARTS FOR PW INITS	145.53
	8799331363323	111-7010-421.43-20	PARTS FOR PD UNITS	240.04
	8799331858389	111-7010-421.43-20	PARTS FOR PD UNITS	46.40
	8799331858391	741-8060-431.43-20	PARTS FOR PW UNIT	-24.26
	879933263563	111-7010-421.43-20	PARTS FOR PD UNITS	38.40
	8799333558561	741-8060-431.43-20	PARTS FOR PW UNIT	-108.00
	8799402624924	741-8060-431.43-20	PARTS FOR PW UNIT	57.65
	8799402764507	111-8085-431.43-21	PARTS FOR SHUTTLES	143.18
	8799403058950	111-7010-421.43-20	PD UNIT MAINTENANCE	373.14
	8799403232368	741-8060-431.43-20	PARTS FOR PW UNIT	123.58
	8799403264604	741-8060-431.43-20	PARTS FOR PW UNIT	333.50
	8799403364620	111-7010-421.43-20	PD UNIT PARTS	500.26
	8799403364632	741-8060-431.43-20	PARTS FOR PW UNIT	-123.58
	8799403364633	741-8060-431.43-20	PARTS FOR PW FLEET	247.16
	8799403725249	111-7010-421.43-20	PD UNIT PARTS	142.65

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
ADVANCE AUTOPARTS PROFESSIONAL	8799403759008	741-8060-431.43-20	PARTS FOR PW FLEET	500.26
	8799403759009	741-8060-431.43-20	PARTS FOR PW FLEET	341.64
	8799403759029	741-8060-431.43-20	PARTS FOR PW UNIT	44.76
	8799404025348	111-7010-421.43-20	PARTS FOR PD UNITS	128.96
	8799404412472	111-7010-421.43-20	PARTS FOR PD UNITS	49.86
	8799404525494	111-8085-431.43-21	PARTS FOR PW INITS	25.59
	8799404564778	111-7010-421.43-20	PARTS FOR PD UNITS	128.96
	8799405232945	111-7010-421.43-20	PD UNIT MAINTENANCE	190.40
	8799405232949	111-7010-421.43-20	PD UNIT MAINTENANCE	135.61
ADVANCE AUTOPARTS PROFESSIONAL Total				4,657.21
AIRESPRING INC.	182090518	113-9050-462.74-10	CLOUD INTERNET SVCS	1,132.10
AIRESPRING INC. Total				1,132.10
ALADDIN LOCK & KEY SERVICE	33808	111-8022-419.43-10	KEY MADE FOR CITY COUNCIL	7.65
ALADDIN LOCK & KEY SERVICE Total				7.65
ALL CITY MANAGEMENT SERVICES, INC	91097	111-7010-421.56-41	CROSSING GUARD SVCS FEB24	13,683.17
	91494	111-7010-421.56-41	SCHOOL CROSSING GUARD	13,730.84
ALL CITY MANAGEMENT SERVICES, INC Total				27,414.01
ALVAREZ-GLASMAN & COLVIN	2022-101112-20	111-9031-413.52-30	CLAIM SETTLEMENT	8,555.60
	2023-03-20670	111-9031-413.52-30	SETTLEMENT CHECK	460.00
	2023-0809-2079	111-9031-413.52-30	SETTLEMENT CLAIM	5,371.10
	INV20230920900	111-0220-411.32-70	LEGAL SERVICES SEP 23	35,590.92
	INV20230920901	111-0220-411.32-70	LEGAL SERVICES SEP 23	927.50
	INV20230920902	111-0220-411.32-70	LEGAL SERVICES SEP 23	156.64
	INV20230920903	111-0220-411.32-70	LEGAL SERVICES SEP 23	646.00
	INV20231020950	111-0220-411.32-70	LEGAL SERVICES OCT 23	42,078.13
	INV20231020951	111-0220-411.32-70	LEGAL SERVICES OCT 23	810.50
	INV20231020952	111-0220-411.32-70	LEGAL SERVICES OCT 23	308.00
	INV20231020953	111-0220-411.32-70	LEGAL SERVICES OCT 23	156.00
	INV20231020954	111-0220-411.32-70	LEGAL SERVICES OCT 23	646.00
ALVAREZ-GLASMAN & COLVIN Total				95,706.39
AMAZON.COM SERVICES, INC.	13N3-447T-4DV4	111-6010-451.61-20	OFFICE SUPPLIES	312.80
	1D69-TGXR-PMC7	111-6010-451.61-20	OFFICE SUPPLIES	57.31

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
AMAZON.COM SERVICES, INC.	1HVN-3C96-P1X6	111-6020-451.61-35	5K SUPPLIES	87.92
	1L3W-WY7J-DGMT	111-6020-451.61-35	5K SUPPLIES	374.79
	1PD1-QWXX-T7MN	111-6060-466.61-20	AFTER SCHOOL SUPPLIES	49.45
	1TKH-36J6-CPM6	111-6020-451.61-35	5K SUPPLIES	145.52
	1TNP-TPRX-NFCG	111-6010-451.61-20	OFFICE SUPPLIES	22.04
	1VYG-9FMT-H3CQ	111-6020-451.61-35	5K SUPPLIES	1,205.92
AMAZON.COM SERVICES, INC. Total				2,255.75
ANA LUZ BAHENA	ERAP-DEC. 23	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	800.00
	ERAP-NOV. 23	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	800.00
	ERAP-OCT.23	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	800.00
ANA LUZ BAHENA Total				2,400.00
ARROYO BACKGROUND INVESTIGATIONS				
ARROYO BACKGROUND INVESTIGATIONS Total				1,500.00
ASCAP				
ASCAP Total				867.00
AT&T				
AT&T Total				4,644.46
AT&T MOBILITY				
AT&T MOBILITY Total				6,565.15
AUTO ZONE				
AUTO ZONE Total				158.54

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
AUTO ZONE	4075890387	111-8085-431.43-21	PART FOR SHUTTLE	330.71
	4075894998	111-7010-421.43-20	PART FOR PD UNIT	371.06
	4075911127	111-7010-421.43-20	PART FOR PD UNIT	30.36
	4075911136	741-8060-431.43-20	PART FOR PW FLEET	862.25
	4075917810	111-7010-421.43-20	PART FOR PD UNIT	65.04
	4075917960	741-8060-431.43-20	PART FOR PW FLEET	92.38
AUTO ZONE Total				3,140.61
BARR & CLARK, INC	60583	242-5070-463.57-38	LEAD INSPECTION	2,075.00
	60597	242-5070-463.57-38	LEAD INSPECTION	2,075.00
	60637	242-5070-463.57-38	LEAD INSPECTION	1,250.00
BARR & CLARK, INC Total				5,400.00
BLACK AND WHITE EMERGENCY VEHICLES	5409	111-7010-421.73-10	PD UNIT MAINTENANCE	4,831.41
	BLACK AND WHITE EMERGENCY VEHICLES Total			4,831.41
BOB BARKER COMPANY INC.	INV1994981	111-7010-421.61-20	PD SUPPLIES	295.47
	INV1995200	111-7010-421.61-20	PD SUPPLIES	926.10
	INV1995488	111-7010-421.61-20	PD SUPPLIES	463.05
BOB BARKER COMPANY INC. Total				1,684.62
BRADLEYS PLASTIC BAG CO	350592	111-7010-421.61-20	INMATE PROPERTY BAGS	95.20
	BRADLEYS PLASTIC BAG CO Total			95.20
BRIZUELA'S IRONWORK	169	111-7010-421.73-10	K9 CAGES FOR PD UNIT	4,905.60
	172	111-8023-451.43-10	REPAIRED PARKS FENCE	1,860.00
	BRIZUELA'S IRONWORK Total			6,765.60
BROWNELLS INC	2024410988814	111-7010-421.61-20	SNIPER TEAM EQUIPMENT	40.57
	2024411010068	111-7010-421.61-20	PD SUPPLIES	71.40
	BROWNELLS INC Total			111.97
BUENA PARK HONDA	513633	111-7010-421.43-20	PD UNIT REPAIR	427.41
	513634	111-7010-421.43-20	PD UNIT REPAIR	427.41
	513900	111-7010-421.43-20	PD UNIT REPAIR	378.88
	514099	111-7010-421.43-20	PARTS FOR PD UNIT	925.01
BUENA PARK HONDA Total				2,158.71

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
CACEO	200028411	111-5055-419.59-15	PROFESSIONAL TRAINING	21.00
	200028461	111-5055-419.59-15	PROFESSIONAL TRAINING	21.00
	200028554	111-5055-419.59-15	PROFESSIONAL TRAINING	54.00
	CACEO Total			96.00
CALLYO 2009 CORP.	R19086	111-7040-421.56-41	COMM APPLICATION TRAINING	3,540.00
	CALLYO 2009 CORP. Total			3,540.00
CANNON CORPORATION	87519	681-8030-461.43-30	WATER ENGINEERING	2,258.50
	87523	681-8030-461.43-30	WATER ENGINEERING	2,547.72
	CANNON CORPORATION Total			4,806.22
CARPENTER ROTHANS & DUMONTLLP	45344	111-9031-413.52-30	CONTRACTUAL SERVICES	1,702.56
	CARPENTER ROTHANS & DUMONTLLP Total			1,702.56
CENTRAL FORD	39378	111-7010-421.43-20	PARTS FOR PD UNIT	297.12
	39451	111-7010-421.43-20	PARTS FOR PD UNIT	58.37
	39639	111-7010-421.43-20	PD UNIT MAINTENANCE	704.97
	39733	111-8085-431.43-21	SHUTTLE MAINTENANCE	760.42
	39754	111-8085-431.43-21	SHUTTLE MAINTENANCE	370.78
	39788	111-7010-421.43-20	PD UNIT MAINTENANCE	165.40
	39796	111-8085-431.43-21	SHUTTLE MAINTENANCE	210.49
	39842	111-7010-421.43-20	PD UNIT MAINTENANCE	147.51
	39930	111-8085-431.43-21	SHUTTLE MAINTENANCE	85.70
	39982	111-7010-421.43-20	PARTS FOR PD UNIT	30.16
	39983	111-7010-421.43-20	PD UNIT MAINTENANCE	163.92
	39998	111-7010-421.43-20	PD UNIT MAINTENANCE	395.18
	40268	111-7010-421.43-20	PARTS FOR PD UNIT	430.81
	40323	741-8060-431.43-20	PW UNIT MAINTENANCE	127.72
	40342	111-7010-421.43-20	PD UNIT MAINTENANCE	71.71
	40391	111-7010-421.43-20	PD UNIT MAINTENANCE	251.37
	40430	111-7010-421.43-20	PD UNIT MAINTENANCE	981.25
	40616	111-7010-421.43-20	PARTS FOR PD UNITS	40.62
	40640	111-7010-421.43-20	PARTS FOR PD UNITS	162.46
	CENTRAL FORD Total			5,455.96

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
CENTRAL SQUARE TECHNOLOGIES LLC	405170	111-9010-419.43-15	FINANCIAL SYSTEMS FEB 24	14,885.88
CENTRAL SQUARE TECHNOLOGIES LLC Total				14,885.88
CHAMPION CJD				
	704886	741-8060-431.43-20	PD UNIT REPAIR	45.89
	705003	111-7010-421.43-20	PD UNIT REPAIR	956.56
	705408	111-7010-421.43-20	PD UNIT REPAIR	645.48
	705714	111-7010-421.43-20	PARTS FOR PD UNIT	89.76
CHAMPION CJD Total				1,737.69
CHARTER COMMUNICATIONS				
	135160013024	111-7040-421.56-41	PD BACKUP INTERNET	189.97
	10696480102012	111-7040-421.56-41	PD ICI SYSTEM	661.60
CHARTER COMMUNICATIONS Total				851.57
CINDI CAYAX				
	2540	111-6065-451.57-46	ZUMBA CLASSES FOR SENIORS	455.00
	2541	111-6065-451.57-46	ZUMBA CLASSES FOR SENIORS	420.00
CINDI CAYAX Total				875.00
CITY OF BELL				
	2024-26	113-9050-462.56-41	SALVATION ARMY PROGRAM	7,973.00
CITY OF BELL Total				7,973.00
CLINICAL LABOFSAN BERNARDINO, INC				
	2400239	681-8030-461.56-41	WATER QUALITY TESTING	927.00
CLINICAL LABOFSAN BERNARDINO, INC Total				927.00
CMRTA				
	3353	111-3010-415.59-15	MEMBERSHIP RENEWAL	150.00
CMRTA Total				150.00
COMMUNITY VETERINARY HOSPITAL INC				
	515012	111-7010-421.56-41	K9 EXAMINATION	65.00
COMMUNITY VETERINARY HOSPITAL INC Total				65.00
COSMEC ASSOCIATES INC				
	22960	111-7040-421.56-41	ICI RADIO BATTERY REPLACE	2,440.00
COSMEC ASSOCIATES INC Total				2,440.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS				
	REPW2402120489	221-8014-429.56-41	TRAFFIC SIGNAL MAINT.	637.05
COUNTY OF L.A. DEPT OF PUBLIC WORKS Total				637.05
CRAFTWATER ENGINEERING INC				
	22-058-1	787-8918-499.73-14	CIP 2022-07 PS&E	5,801.54
CRAFTWATER ENGINEERING INC Total				5,801.54

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
CYNTHIA NORZAGARAY	1172024	111-6010-451.56-41	EQUIP. REPAIR REIMBURSE.	200.00
CYNTHIA NORZAGARAY Total				200.00
DAPEER, ROSENBLIT & LITVAK	22599	111-5020-411.32-70	SPECIAL LEGAL SERVICES	1,498.75
	22600	111-7010-421.56-41	PD ATTORNEY SVCS	36.60
	22601	111-5020-411.32-70	SPECIAL LEGAL SERVICES	14,902.34
	22602	111-5020-411.32-70	SPECIAL LEGAL SERVICES	4,987.14
	22603	111-5020-411.32-70	SPECIAL LEGAL SERVICES	333.89
	22604	111-5020-411.32-70	SPECIAL LEGAL SERVICES	231.62
	22605	111-5020-411.32-70	SPECIAL LEGAL SERVICES	69.20
DAPEER, ROSENBLIT & LITVAK Total				22,059.54
DATA TICKET INC.	161225	111-5055-419.56-41	CITATION PROCESSING JAN24	1,511.50
	161272	111-7040-421.56-41	CITATION ACCESS	74.50
	161332	111-9010-415.56-15	WEBSITE ONLINE ACCESS	12.50
	161368	111-7040-421.56-41	CITATION ACCESS	12.50
	162002	111-9010-415.56-15	DAILY CITATION PROCESSING	17,631.96
	162308	111-7040-421.56-41	WEBSITE ONLINE ACCESS FEB	133.50
	162372	111-9010-415.56-15	WEBSITE ONLINE ACCESS	12.50
	162409	111-7040-421.56-41	WEBSITE ONLINE ACCESS FEB	12.50
	163123	111-9010-415.56-15	CITATION PROCESSING FEB24	15,342.72
DATA TICKET INC. Total				34,744.18
DATAPROSE, INC.	DP2400360	111-9010-419.53-10	WATER BILL AND POSTAGE	106.65
		681-3022-415.53-20	WATER BILL AND POSTAGE	2,363.26
		681-3022-415.56-41	WATER BILL AND POSTAGE	905.64
DATAPROSE, INC. Total				3,375.55
DAVID CEJA	2222024	111-7010-421.59-10	MILAGE REIMBURSEMENT	218.42
DAVID CEJA Total				218.42
DE LAGE LANDEN	81613062	111-1010-411.56-41	RENTAL LEASE	2,038.77
	81812918	111-9010-419.44-10	CONTRACTUAL SERVICES	2,092.12
DE LAGE LANDEN Total				4,130.89
DLP TACTICAL	9281	111-7010-421.61-20	SNIPER TEAM SUPPLIES	52.84

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
DLP TACTICAL Total				52.84
DOJO TOYS	120723-A	111-7010-421.61-20	PD SUPPLIES	1,227.83
	122323-A	111-7010-421.61-20	PD SUPPLIES	1,677.88
	DOJO TOYS Total			2,905.71
DOOLEY ENTERPRISES, INC.	67205	111-7010-421.61-20	AMMO FOR RIFLE TRAINING	1,999.84
	DOOLEY ENTERPRISES, INC. Total			1,999.84
EDGAR FELIX	1212024	111-7010-421.59-10	TRAINING REIMBURSEMENT	138.00
	EDGAR FELIX Total			138.00
ESCOBAR TRANSMISSION ONLY	21957	681-0000-228.70-00	WATER DEPOSIT REFUND	160.86
	ESCOBAR TRANSMISSION ONLY Total			160.86
EXPRESS TRANSPORTATION SERVICES LLC	DAR03012024	111-8085-431.56-45	DIAL A RIDE SVCS	69,183.33
	HPE03012024	111-0000-362.20-15	FIXED TRANSPORTATION LEAS	-2,500.00
		111-8010-431.56-43	FIXED TRANSPORTATION	37,696.67
		111-8085-431.56-43	FIXED TRANSPORTATION	75,393.33
		219-0000-340.30-00	FIXED TRANSPORTATION FARE	-1,536.00
EXPRESS TRANSPORTATION SERVICES LLC Total				178,237.33
FEDEX	8-410-35251	111-0210-413.61-20	SHIPMENT COSTS	50.75
	FEDEX Total			50.75
GEORGE CHEVROLET	158830CVW	741-8060-431.43-20	PARTS FOR PW UNIT	373.42
	159760CVW	111-7010-421.43-20	PART FOR PD UNIT	52.83
	160160CVW	111-7010-421.43-20	PD UNIT REPAIR	131.89
	160820CVW	111-7010-421.43-20	PART FOR PD UNIT	344.21
	160821CVW	111-7010-421.43-20	PART FOR PD UNIT	305.99
	160823CVW	111-7010-421.43-20	PART FOR PD UNIT	38.83
	160824CVW	741-8060-431.43-20	PART FOR PW UNIT	156.23
	160976CVW	111-7010-421.43-20	PART FOR PD UNIT	394.41
	GEORGE CHEVROLET Total			1,797.81
GEORGE MIDDLETON	352024	111-6030-451.33-90	REFEREE FEES	207.00
	1092024	111-6030-451.33-90	YOUTH BASKETBALL	3,456.00

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
GEORGE MIDDLETON	1092024	111-6030-451.33-90	ASSIGNER FEES	960.00
			ADMIN FEES	358.00
	GEORGE MIDDLETON Total			4,981.00
GEOSYNTEC CONSULTANTS, INC.	545200	111-5011-419.56-41	PROFESSIONAL SERVICES	29,607.61
GEOSYNTEC CONSULTANTS, INC. Total				29,607.61
GOVERNMENT STAFFING SERVICES, INC	130375	787-8914-499.56-41	FINANCE CONSULTING SVCS	6,800.00
	130376	787-8914-499.56-41	FINANCE CONSULTING SVCS	10,260.00
	130382	787-8914-499.56-41	CONSULTING SERVICES	5,950.00
	130383	787-8914-499.56-41	CONSULTING SERVICES	11,020.00
GOVERNMENT STAFFING SERVICES, INC Total				34,030.00
GRAINGER	9026911140	111-7010-421.43-20	PD SUPPLIES	53.04
	9028430206	111-8024-421.43-10	PD UNIT SUPPLIES	304.10
	9028822493	111-8024-421.43-10	PD BLDG. SUPPLIES	583.09
	9029871085	741-8060-431.43-20	FLEET SUPPLIES	110.60
	9031344642	741-8060-431.43-20	FLEET SUPPLIES	177.77
	9040384258	741-8060-431.43-20	PARTS FOR FLEET	196.76
	9042012576	741-8060-431.43-20	PARTS FOR FLEET	214.37
	9975454555	741-8060-431.43-20	UNIT 219 CONNECTOR	96.47
	GRAINGER Total			
GRANADENO, CARMEN ARGELIA	20673	681-0000-228.70-00	WATER DEPOSIT REFUND	25.94
GRANADENO, CARMEN ARGELIA Total				25.94
GUTIERREZ BACKGROUND INVESTIGATIONS	2024-01	111-7010-421.56-41	EMPLOYEE BACKGROUND CK	1,200.00
	2024-02	111-7010-421.56-41	PD APPLICANT BACKGROUND	1,200.00
GUTIERREZ BACKGROUND INVESTIGATIONS Total				2,400.00
HAJOCA CORPORATION	S170596715.001	111-8024-421.43-10	PD JAIL MAINTENANCE	696.26
	S170843024.001	111-8024-421.43-10	PD JAIL MAINTENANCE	331.54
	S170863090.001	111-8024-421.43-10	PD BUILDING REPAIR	266.06
	S170871427.001	111-8023-451.43-10	PARKS BUILDING REPAIR	332.36
HAJOCA CORPORATION Total				1,626.22
HASA, INC.	941735	681-8030-461.41-00	SODIUM HYPOCHLORITE-18	326.87

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
HASA, INC.	942687	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	326.87
	943623	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	662.99
	943624	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	340.49
	944880	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	354.11
	944882	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	405.91
HASA, INC. Total				2,417.24
HECTOR G. MORENO	5331	111-6060-466.33-20	TAEKWONDO	936.00
	5332	111-6060-466.33-20	TAEKWONDO	1,196.00
	5333	111-6060-466.33-20	TAEKWONDO	988.00
HECTOR G. MORENO Total				3,120.00
HENRIKSEN, COLE	24845	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
	24847	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
	24849	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
	24851	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
HENRIKSEN, COLE Total				4,000.00
HERRERA & ASSOCIATES	1293	111-3010-415.56-41	CONSULTING SERVICES	22,500.00
	HERRERA & ASSOCIATES Total			22,500.00
IBE DIGITAL	464540	111-9010-419.44-10	TONER FOR PRINTERS	18.07
	IBE DIGITAL Total			18.07
INFRAMARK LLC	111050	283-8040-432.56-41	ROUTINE MAINT WATER	14,297.04
		681-8030-461.56-41	ROUTINE MAINT WATER	110,211.74
INFRAMARK LLC Total				124,508.78
INFRASTRUCTURE ARCHITECTS INC	469	787-8927-499.73-10	HP KELLER PARK CIP 2022-04	23,130.70
	472	111-5010-419.56-41	EMERGENCY OPERATION CENTER	18,298.00
	478	787-8927-499.73-10	KELLER PARK CIP 2022-04	36,242.05
INFRASTRUCTURE ARCHITECTS INC Total				77,670.75
INFRASTRUCTURE ENGINEERS	29037	111-5011-419.56-41	CONTRACTUAL SERVICES	2,002.00
	29045	111-5011-419.56-41	CONTRACTUAL SERVICES	24,016.64
	29047	111-5011-419.56-41	CONTRACTUAL SERVICES	45,988.50
	29049	111-5011-419.56-41	CONTRACTUAL SERVICES	16,660.00

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
INFRASTRUCTURE ENGINEERS	29063	111-8080-431.56-62	CITY ENGINEERING SVCS	48,046.25
	29091	111-8031-433.76-17	CIP 2022-12 SLP	223.75
	29092	210-8080-434.56-41	CIP 2022-11 BEAUTIFI PJCT	39,527.50
	INFRASTRUCTURE ENGINEERS Total			176,464.64
INTEGRATED TACTICAL CONCEPTS LLC	022924-HRT	111-7010-421.59-10	PD EMPLOYEE TRAINING	1,400.00
	022924-SWT CMD	111-7010-421.59-10	PD EMPLOYEE TRAINING	550.00
	INTEGRATED TACTICAL CONCEPTS LLC Total			1,950.00
INTIME SERVICE	12520	111-7040-421.56-41	INTIME MGMT SOFTWARE	9,450.00
	INTIME SERVICE/INTIME SERVICES INC Total			9,450.00
J SQUARED	129	681-8030-461.56-41	SVCS FOR PROP 68 GRANT	1,155.00
	131	681-8030-461.56-41	PROF SVCS PORP 68 GRANT	840.00
	J SQUARED Total			1,995.00
JCL TRAFFIC	122972	221-8012-429.61-20	STREET SIGN SUPPLIES	815.41
	JCL TRAFFIC Total			815.41
JEFF JONES	2082024	111-3010-415.59-15	TRAVEL REIMBURSEMENT	230.62
	JEFF JONES Total			230.62
JERRY'S AUTOBODY, INC.	33060	111-7010-421.43-20	PD UNIT REPAIR	286.15
	33061	111-7010-421.43-20	COSMETIC WORK FOR UNIT	4,985.64
	JERRY'S AUTOBODY, INC. Total			5,271.79
JOEL GORDILLO	JG202402	111-1010-411.56-41	MEDIA TECHNICIAN SERVICES	1,650.00
	JOEL GORDILLO Total			1,650.00
JOHNATHAN LOPEZ	23BFSC01422	111-9031-413.52-30	SETTLEMENT CHECK	3,380.00
	JOHNATHAN LOPEZ Total			3,380.00
JTB SUPPLY COMPANY INC	113048	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	601.25
	JTB SUPPLY COMPANY INC Total			601.25
JUAN PORRAS	1222024	111-7010-421.59-10	PER DIEM REIMBURSEMENT	312.50
	JUAN PORRAS Total			312.50

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
KIA OF CERRITOS	5177056	111-7010-421.43-20	PD UNIT 971 PARTS	95.93
			KIA OF CERRITOS Total	95.93
KIMBALL MIDWEST				
	101852550	741-8060-431.43-20	FREIGHT CHARGES	20.45
	101863977	741-8060-431.61-20	PW FLEET SUPPLIES	31.11
	101865496	741-8060-431.43-20	PARTS FOR PW	551.79
	101866452	741-8060-431.43-20	CREDIT MEMO	-20.45
	101868071	741-8060-431.43-20	PARTS FOR PW	253.58
	101891359	741-8060-431.43-20	PW FLEET SUPPLIES	429.72
	101891488	741-8060-431.61-20	PW FLEET SUPPLIES	62.23
	101896754	741-8060-431.43-20	PW FLEET SUPPLIES	374.14
	101916245	221-8014-429.61-20	TRAFFIC SIGNAL REPAIRS	32.52
	101922216	741-8060-431.43-20	SUPPLIES FOR FLEET	128.42
	101938331	741-8060-431.43-20	SUPPLIES FOR FLEET	418.82
	101943258	741-8060-431.43-20	SUPPLIES FOR FLEET	78.97
	101960119	535-8016-431.61-45	STREET LIGHT SUPPLIES	249.16
	1019912287	741-8060-431.43-20	SUPPLIES FOR FLEET	295.66
			KIMBALL MIDWEST Total	2,906.12
KONICA MINOLTA BUSINESS SOLUTIONS	292099411	111-6010-451.56-41	MONTHLY COPIER LEASE	241.40
			KONICA MINOLTA BUSINESS SOLUTIONS Total	241.40
LA COUNTY SHERIFF'S DEPT	241977BL	111-7010-421.56-41	INMATE MEAL SERVICES	739.00
			LA COUNTY SHERIFF'S DEPT Total	739.00
LACMTA	2152024	111-8085-431.58-50	METRO TAP CARDS-JAN. 24	349.02
			LACMTA Total	349.02
LADAYU CONSULTING GROUP	2	787-8913-499.76-06	CIP 2019-02	4,235.00
			LADAYU CONSULTING GROUP Total	4,235.00
LAN WAN ENTERPRISE, INC	74906	111-9010-419.56-41	MONTHLY ADD ONS FEB. 24	4,102.00
	74916	111-9010-490.73-10	DESKTOP COMPUTERS	14,469.69
	74928	111-9010-490.73-10	CISCO FIREWALL RENEWAL	4,571.10
	74939-1	111-9010-419.43-15	IT MONTHLY MAINT. MAR 24	26,361.30
	74939-2	111-7010-419.43-15	IT MONTHLY MAINT. MAR 24	26,361.30

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
LAN WAN ENTERPRISE, INC Total				75,865.39
LB JOHNSON HARDWARE CO.				
	130719	111-8023-451.43-10	PARK BLDG REPAIR	27.34
	130875	111-8085-431.43-21	PARTS FOR SHUTTLES	30.64
	131008	535-8016-431.61-45	STREET LIGHT REPAIRS	51.37
	131018	535-8016-431.61-45	STREET LIGHT REPAIRS	45.95
	131036	535-8016-431.61-45	STREET LIGHT REPAIRS	9.07
	131069	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	36.06
	131081	535-8016-431.61-45	STREET LIGHT REPAIRS	71.03
	131082	741-8060-431.43-20	PARTS FOR FLEET	56.89
	131084	111-8022-419.43-10	SUPPLIES FOR CITY HALL	70.01
LB JOHNSON HARDWARE CO. Total				398.36
LIEBERT CASSIDY WHITMORE				
	261088	111-0220-411.32-70	LEGAL SERVICES JAN 2024	1,638.50
	261089	111-0220-411.32-70	LEGAL SERVICES JAN 2024	1,278.00
	261090	111-0220-411.32-70	LEGAL SERVICES JAN 2024	850.00
LIEBERT CASSIDY WHITMORE Total				3,766.50
LONG BEACH BMW				
	48567	111-7010-421.43-20	PARTS FOR PD UNIT	340.00
LONG BEACH BMW Total				340.00
LOUIS ELECTRIC POWER LIGHTING CO.				
	2255	239-5030-463.56-41	CITY WIFI PROJECT	33,880.00
LOUIS ELECTRIC POWER LIGHTING CO. Total				33,880.00
LUXURY AUTO BODY				
	PW6042	111-7010-421.43-20	FULL BODY FOR PD UNIT	6,882.28
	PW6043	111-7010-421.43-20	PD UNIT MAINTENANCE	950.00
	PW6044	111-7010-421.43-20	CLEAR COAT PD UNIT	6,855.27
	PW6045	111-7010-421.43-20	PD UNIT MAINTENANCE	1,128.28
	PW6046	111-7010-421.43-20	PD UNIT MAINTENANCE	1,469.15
	PW6047	111-7010-421.43-20	PD UNIT MAINTENANCE	1,228.29
	PW6048	741-8060-431.43-20	FULL BODY PAINT PD UNIT	4,851.82
LUXURY AUTO BODY Total				23,365.09
MASTERY CODING, INC				
	INV1394	239-5280-490.51-92	HYBRID LEARNING PROGRAM	6,995.00
MASTERY CODING, INC Total				6,995.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1				
	3012024	681-8030-461.62-20	BI-MONTHLY BILLING	1,436.98

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
MAYWOOD MUTUAL WATER COMPANY, NO. 1 Total				1,436.98
MERRIMAC ENERGYGROUP	2229377	741-8060-431.62-30	FUEL PURCHASE	27,427.17
MERRIMAC ENERGYGROUP Total				27,427.17
MICHAEL BAKER INTERNATIONAL INC.	1201236	239-5030-465.56-41	CDBG ADMIN. SERVICES	3,773.50
	1201238	239-5030-463.56-41	PROFESSIONAL SERVICES	350.00
	1201239	254-5030-463.56-41	HOME ARP ADMIN SVCS	495.00
	1204284	239-5030-463.56-41	CDBG ADMIN. SERVICES	5,492.50
MICHAEL BAKER INTERNATIONAL INC. Total				10,111.00
MOTOROLA SOLUTIONS, INC	8281833606	111-7010-421.73-10	PD SUPPLIES	325.06
	8281834283	111-7010-421.73-10	PD OFFICE SUPPLIES	665.52
	PD UNIT PARTS	111-7010-421.73-10	(blank)	1,868.08
MOTOROLA SOLUTIONS, INC Total				2,858.66
MUNICIPAL WASTE SOLUTIONS	2020	285-8050-432.56-41	SB1383 ASSISTANCE	23,842.50
MUNICIPAL WASTE SOLUTIONS Total				23,842.50
NACHO'S LOCK & KEY SERVICE LLC	187140	111-8024-421.43-10	SERVICE CALL TO PD	2,810.00
NACHO'S LOCK & KEY SERVICE LLC Total				2,810.00
NATIONAL EMBLEM, INC.	405278	111-7010-421.61-20	EMBROIDER SVCS	254.68
NATIONAL EMBLEM, INC. Total				254.68
NATIONWIDE ENVIRONMENTAL SERVICES	33656	221-8010-431.56-41	STREET SWEEPING SERVICES	62,447.70
	33657	111-8070-431.56-41	BUS STOP CLEANING SVCS	21,228.39
	33720	221-8010-431.56-41	STREET SWEEPING SERVICES	62,447.70
	33721	111-8070-431.56-41	BUS STOP CLEANING SVCS	21,228.39
NATIONWIDE ENVIRONMENTAL SERVICES Total				167,352.18
NEW CHEF FASHION INC.	1072683	111-7010-421.61-20	RECORD CLERK UNIFORM	99.20
NEW CHEF FASHION INC. Total				99.20
NICK ALEXANDERRESTORATION	70	741-8060-431.43-20	REPAIR FOR PW UNIT	280.00
NICK ALEXANDERRESTORATION Total				280.00

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
NORM REEVES FORD SUPERSTORE	110290	111-7010-421.43-20	PD UNIT REPAIR	830.02
	313345	111-7010-421.43-20	PARTS FOR PD UNIT	182.30
	313356	111-7010-421.43-20	PARTS FOR PD UNIT	2,108.28
	313365	111-7010-421.43-20	PD UNIT REPAIR	287.92
	313506	111-7010-421.43-20	PD UNIT REPAIR	357.86
	313714	111-7010-421.43-20	PD UNIT REPAIR	47.61
	313763	111-8085-431.43-21	SHUTTLE SERVICE	101.92
	313868	111-8085-431.43-21	SHUTTLE MAINTENANCE	2,274.52
	313924	111-8085-431.43-21	SHUTTLE MAINTENANCE	517.01
	313925	111-8085-431.43-21	SHUTTLE MAINTENANCE	586.05
	313926	111-8085-431.43-21	SHUTTLE MAINTENANCE	634.22
	313945	111-8085-431.43-21	SHUTTLE MAINTENANCE	529.52
	313947	111-8085-431.43-21	SHUTTLE MAINTENANCE	430.00
	313948	111-8085-431.43-21	SHUTTLE MAINTENANCE	433.61
	313968	111-7010-421.43-20	PD UNIT REPAIR	145.26
	313969	111-7010-421.43-20	PD UNIT REPAIR	122.53
	314177	111-8085-431.43-21	SHUTTLE MAINTENANCE	505.00
	314178	111-8085-431.43-21	SHUTTLE MAINTENANCE	579.24
	314180	111-8085-431.43-21	SHUTTLE MAINTENANCE	466.68
	314181	111-8085-431.43-21	SHUTTLE MAINTENANCE	652.19
	314270	111-8085-431.43-21	SHUTTLE MAINTENANCE	500.12
	314397	111-7010-421.43-20	PART FOR PD UNIT	49.97
	314423	111-8085-431.43-21	SHUTTLE MAINTENANCE	500.12
	314424	111-8085-431.43-21	SHUTTLE MAINTENANCE	702.13
	314425	111-8085-431.43-21	SHUTTLE MAINTENANCE	702.13
	314426	111-8085-431.43-21	SHUTTLE MAINTENANCE	500.12
	314733	111-7010-421.43-20	PD UNIT MAINTENANCE	236.37
	314754	111-7010-421.43-20	PD UNIT MAINTENANCE	363.18
	314867	111-7010-421.43-20	PD UNIT MAINTENANCE	40.52
	315128	111-8085-431.43-21	SHUTTLE SERVICE	702.13
	315129	111-8085-431.43-21	SHUTTLE SERVICE	466.68
	3143672	111-7010-421.43-20	PART FOR PD UNIT	41.73
	312680-01	111-7010-421.43-20	PD UNIT REPAIR	215.01
	313506-01	111-7010-421.43-20	PD UNIT REPAIR	517.98
	313506-02	111-7010-421.43-20	PD UNIT MAINTENANCE	292.01
	313947-01	111-8085-431.43-21	SHUTTLE SERVICE	397.13
	313948-01	111-8085-431.43-21	SHUTTLE SERVICE	198.57

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
NORM REEVES FORD SUPERSTORE	313969-01	111-7010-421.43-20	PD UNIT REPAIR	61.19
	314754-01	111-7010-421.43-20	PD UNIT MAINTENANCE	139.21
NORM REEVES FORD SUPERSTORE Total				18,418.04
NORTH STAR LANDCARE	1601-699	535-8090-452.56-60	TREE MAINT SERVICES	27,972.00
	1601-713	535-8090-452.56-60	LANDSCAPE SVCS VETERANS	37,617.75
NORTH STAR LANDCARE Total				65,589.75
NORTHERN CONSULTING ACTUARIES, INC.				7,800.00
NORTHERN CONSULTING ACTUARIES, INC. Total				7,800.00
OK PRINTING DESIGN & DIGITAL PRINT				213.50
OK PRINTING DESIGN & DIGITAL PRINT Total				213.50
O'REILLY AUTOPARTS	2959-435689	741-8060-431.43-20	PARTS FOR PW	177.84
	2959-435713	741-8060-431.61-20	PW SHOP SUPPLIES	15.41
	2959-436588	111-7010-421.43-20	PARTS FOR PD UNIT	79.89
	2959-436790	111-7010-421.43-20	PART FOR PD UNIT	51.73
	2959-437436	111-7010-421.43-20	PART FOR PD UNIT	45.65
	2959-438581	741-8060-431.43-20	PW UNITS MAINTENANCE	96.17
	2959-439187	741-8060-431.43-20	PW UNITS MAINTENANCE	138.92
	2959-439732	111-7010-421.43-20	PD UNITS MAINTENANCE	29.08
	2959-439756	741-8060-431.43-20	PW UNITS MAINTENANCE	71.41
	2959-439898	741-8060-431.61-20	PW FLEET SUPPLIES	13.11
	2959-439930	111-7010-421.43-20	PD UNITS MAINTENANCE	284.27
	2959-440000	111-7010-421.43-20	PD UNIT MAINTENANCE	13.11
	2959-440008	111-7010-421.43-20	PD UNITS MAINTENANCE	39.33
	2959-440123	111-7010-421.43-20	PD UNIT MAINTENANCE	231.86
	2959-440143	111-8010-431.59-15	ELECTRICAL SYSTEM CLASS	299.00
	2959-440146	741-8060-431.43-20	PW UNITS MAINTENANCE	69.70
	2959-440154	111-8085-431.43-21	SHUTTLE MAINTENANCE	26.22
	2959-440263	111-7010-421.43-20	PD UNIT MAINTENANCE	224.47
	2959-442367	741-8060-431.43-20	PART FOR PW UNIT	93.71
	2959-442428	741-8060-431.43-20	PART FOR PW UNIT	1,167.38
	2959-442527	741-8060-431.43-20	PW UNIT MAINTENANCE	93.70
	2959-442541	741-8060-431.43-20	PW UNIT MAINTENANCE	-16.53
	2959-445551	111-8010-431.59-15	PW EMPLOYEE TRAINING	299.00

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
O'REILLY AUTOPARTS	2959-445758	741-8060-431.43-20	PW UNIT MAINTENANCE	66.51
	2959-445878	741-8060-431.43-20	PW UNITS MAINTENANCE	192.90
	2959-446224	741-8060-431.43-20	PW UNIT MAINTENANCE	9.36
	2959-446310	111-7010-421.43-20	PD UNIT MAINTENANCE	15.86
	2959-446374	111-7010-421.43-20	PD UNIT MAINTENANCE	44.65
2959-447299				355.78
O'REILLY AUTOPARTS Total				4,229.49
PACIFICA SERVICES INC.	346-24	221-8010-431.76-12	CDBG STREET RECONST. PRGT	1,985.00
PACIFICA SERVICES INC. Total				1,985.00
PARS	54867	111-9010-419.56-41	MONTHLY FEES JAN. 24	495.46
	54956	111-9010-419.56-41	MONTHLY FEES JAN. 24	2,687.83
PARS Total				3,183.29
PEERLESS MATERIALS COMPANY	106672	111-8010-431.61-20	EMERG. SEWAGE SUPPLIES	1,203.93
	106781	111-8095-431.61-50	SUPPLIES GRAFFITI REMOVAL	362.45
PEERLESS MATERIALS COMPANY Total				1,566.38
PITNEY BOWES	3106524495	111-9010-419.53-20	DIGITAL MAILING SYSTEM	561.29
	3106532094	111-9010-419.53-20	CONTRACTUAL SERVICES	362.71
	8000-9090-0355	111-9010-419.53-20	CONTRACTUAL SERVICES	3,749.82
PITNEY BOWES Total				4,673.82
PREFERRED IMPRESSIONS INC	26882	741-8060-431.43-20	PW SUPPLIES	44.00
PREFERRED IMPRESSIONS INC Total				44.00
PRESENT A PLAQUE, LLC	1452	111-0240-466.55-41	PLAQUES-COUNCIL MTGS.	1,622.44
				1,622.44
PRESENT A PLAQUE, LLC Total				
PRO FORCE LAWFENFORCEMENT	543849	111-7010-421.61-20	PD EMPLOYEE SUPPLIES	335.32
				335.32
PRO FORCE LAWFENFORCEMENT Total				
PSYCHOLOGICAL CONSULTING ASSOC, INC	526890	111-7010-421.56-41	PRE-EMPLOYMENT EVALS	462.00
	526996	111-7010-421.56-41	PRE-EMPLOYMENT EVALS	606.00
	526997	111-7010-421.56-41	PRE-EMPLOYMENT EVALS	924.00
PSYCHOLOGICAL CONSULTING ASSOC, INC Total				1,992.00

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
QUALITY CODE PUBLISHING LLC	GC0012492	111-1010-411.56-41	WEBSITE MAINT MONTHLY FEE	195.00
	GC10013294	111-1010-411.56-41	INTERNET WEBSITE UPDATING	1,719.00
QUALITY CODE PUBLISHING LLC Total				1,914.00
R & A TANK TECHNOLOGIES LLC	020224-54	741-8060-431.43-20	MAINT. FUEL TANK	150.00
	0222-2398	741-8060-431.43-20	MAINT. FUEL TANK	300.00
R & A TANK TECHNOLOGIES LLC Total				450.00
RAYMOND GARCIA	1292024	111-7010-421.59-10	MILAGE REIMBURSEMENT	283.08
RAYMOND GARCIA Total				283.08
REFRIGERATION SUPPLIES DISTRIBUTOR	1634583	111-8020-431.43-10	A/C MAINTENANCE-PW	1,912.13
	1635048	111-8020-431.43-10	A/C MAINTENANCE-PW	90.85
REFRIGERATION SUPPLIES DISTRIBUTOR Total				2,002.98
REXEL COMMERCIAL & INDUSTRIAL	S138681325.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	2,983.14
	S138681325.002	535-8016-431.61-45	STREET LIGHTING SUPPLIES	314.44
	S138681325.003	535-8016-431.61-45	STREET LIGHTING SUPPLIES	980.93
REXEL COMMERCIAL & INDUSTRIAL Total				4,278.51
RINCON CONSULTANTS, INC.	54826	113-9050-462.56-41	HP SB1000 ASSISTANCE	2,195.75
RINCON CONSULTANTS, INC. Total				2,195.75
S & S WORLDWIDE, INC.	IN1010322684	239-5210-463.57-65	ARTS & CRAFTS ACTIVITIES	156.85
	IN101329954	239-5210-463.57-65	ARTS & CRAFTS ACTIVITIES	131.09
	IN101336595	239-5210-463.57-65	ARTS & CRAFTS ACTIVITIES	69.29
S & S WORLDWIDE, INC. Total				357.23
SANCHEZ AWARDS	2346	111-0110-411.66-05	SUPPLIES FOR COUNCIL	220.50
	2401	111-0110-411.66-05	SUPPLIES FOR COUNCIL	1,136.32
SANCHEZ AWARDS Total				1,356.82
SIMONDA MACHINERY CO.	INV22576	111-8022-419.73-10	SUMP PUMP FOR CITY HALL	32,352.86
SIMONDA MACHINERY CO. Total				32,352.86
SINATRA UNIFORM, INC	SU11625	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	2,252.15

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
SINATRA UNIFORM, INC	SU11689	111-7010-421.61-20	JAILER UNIFORM	991.94
	SU11695	111-7010-421.61-20	PD UNIFORMS	208.03
	SU11733	111-7010-421.61-20	PD UNIFORMS	2,082.53
	SINATRA UNIFORM, INC Total			5,534.65
SMART & FINAL	751688	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	111.82
	3192200010101	111-7010-421.61-20	CONFERENCE ROOM SUPPLIES	17.22
	3192200023102	111-7010-421.61-20	CONFERENCE ROOM SUPPLIES	12.48
	SMART & FINAL Total			141.52
SNAP-ON INCORPORATED	ARV/60309001	221-8014-429.61-20	TOOL TRAFFIC SIGNAL LIGHT	667.08
	SNAP-ON INCORPORATED Total			667.08
SONSRAY MACHINERY, LLC	PSO0119036-1	741-8060-431.43-20	PARTS FOR PW TRACTOR	910.35
	PSO116316-1	741-8060-431.43-20	PART FOR PW UNIT	1,198.56
	PSO118353-1	741-8060-431.43-20	PART FOR PW UNIT	436.47
	PSO118831-1	741-8060-431.43-20	PART FOR PW UNIT	1,671.12
	PSO118840-1	741-8060-431.43-20	PART FOR PW UNIT	141.07
	PSO118842-1	741-8060-431.43-20	PART FOR PW UNIT	141.07
	PSO118856-1	741-8060-431.43-20	PARTS FOR PW TRACTOR	2,204.13
	PSO120594-1	741-8060-431.43-20	PARTS FOR PW	1,153.68
	PSO121830-1	741-8060-431.43-20	CREDIT MEMO	-42.00
	PSO121837-1	741-8060-431.43-20	PARTS FOR PW TRACTOR	56.13
	PSR005652-1	741-8060-431.43-20	CREDIT MEMO	-939.11
	SONSRAY MACHINERY, LLC Total			6,931.47
SOUTH COAST AIRQUALITY MGMT DISTR.	4309246	741-8060-431.42-05	ANNUAL FEES-CAT GENERATOR	504.91
	4311895	741-8060-431.42-05	ANNUAL FEES-CAT GENERATOR	160.35
	SOUTH COAST AIRQUALITY MGMT DISTR. Total			665.26
SOUTHSTAR ENGINEERING & CONSULTING	COHP-013	222-8080-431.76-20	ATP CYCLE 3	3,817.50
	SOUTHSTAR ENGINEERING & CONSULTING Total			3,817.50
SPAN PUBLISHING, INC.	LRA-021980	111-7010-421.56-41	PD ELECTRONIC DIRECTORY	950.00
	SPAN PUBLISHING, INC. Total			950.00
SPARKLETT'S	15142085022224	111-9010-419.61-20	CITYWIDE DRINKING WATER	1,066.93

City of Huntington Park
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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
SPARKLETTS	19438227020724	111-9010-419.61-20	PD DRINKING WATER	990.00
SPARKLETTS Total				2,056.93
STAPLES ADVANTAGE	8073170923	111-0110-411.66-05	CITY COUNCIL SUPPLIES	396.90
		111-0210-413.61-20	ADMIN OFFICE SUPPLIES	119.04
		111-1010-411.61-20	CITY CLERK OFFICE SUPPLIES	212.29
		111-2030-413.61-20	HR OFFICE SUPPLIES	131.77
		111-3010-415.61-20	FINANCE OFFICE SUPPLIES	51.61
		111-5010-419.61-20	COMM. DEV. SUPPLIES	581.51
		111-6010-451.61-20	PARKS/REC OFFICE SUPPLIES	489.64
		111-6065-466.61-20	PARKS/REC SENIOR SUPPLIES	226.89
		111-7010-421.61-20	PD INVESTIGATION SUPPLIES	351.47
			PD JAIL SUPPLIES	60.69
			PD OFFICE SUPPLIES	177.63
			PD PATROL SUPPLIES	474.19
			PD RECORDS SUPPLIES	225.68
	8073484401	111-0110-411.66-05	CREDIT	-206.67
		111-0210-413.61-20	ADMIN OFFICE SUPPLIES	198.71
		111-2030-413.61-20	HR OFFICE SUPPLIES	357.34
		111-5010-419.61-20	COMM DEV OFFICE SUPPLIES	246.40
		111-6010-451.61-20	PKS & REC OFFICE SUPPLIES	57.43
		111-7010-421.61-20	PD COMM. OFFICE SUPPLIES	251.46
			PD INVES OFFICE SUPPLIES	410.41
			PD JAIL OFFICE SUPPLIES	503.50
STAPLES ADVANTAGE Total				5,317.89
STATE CONTROLLER'S OFFICE	FTB-00005902	111-9010-419.56-41	FTB OFFSETS 2022 ADMIN	185.18
			FTB OFFSETS 2022 FTB	2,967.09
			FTB OFFSETS 2022 SARD	192.67
STATE CONTROLLER'S OFFICE Total				3,344.94
SUPERIOR COURT OF CALIFORNIA	AUGUST2023	111-7010-415.56-10	PARKING SURCHARGES AUG 23	27,311.00
	DECEMBER2023	111-7010-415.56-10	PARKING SURCHARGES	24,765.68
	JANUARY2024	111-7010-415.56-10	PARKING SURCHARGES	26,879.50
	NOVEMBER2023	111-7010-415.56-10	PARKING SURCHARGES	23,952.00
SUPERIOR COURT OF CALIFORNIA Total				102,908.18

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
T2 SYSTEMS CANADA INC.	INVS000000666	111-5055-419.56-41	PARTS FOR T2 SYSTEM	831.00
T2 SYSTEMS CANADA INC. Total				831.00
THE HITT COMPANIES, INC	0E-127481	111-6010-451.56-41	ENGRAVING SERVICES	14.31
THE HITT COMPANIES, INC Total				14.31
TIREHUB, LLC	40068280	111-8085-431.43-21	PARTS FOR SHUTTLES	1,015.72
	40462891	111-7010-421.43-20	PD UNIT MAINTENANCE	811.91
	40462893	111-7010-421.43-20	PD UNIT MAINTENANCE	844.75
	40462894	111-8085-431.43-21	SHUTTLE MAINTENANCE	1,354.28
TIREHUB, LLC Total				4,026.66
T-MOBILE USA	973138449	111-9010-419.53-10	MOBILE SERVICES FOR PRKS	559.17
	975955170	111-9010-419.53-10	MOBILE SERVICES OF PW	1,733.48
	975956065FEB	111-9010-419.53-10	DIRECTORS PHONE SERVICES	450.82
	975956264FEB	111-9010-419.53-10	MOBILE SERVICES CDE ENFORCE.	775.43
T-MOBILE USA Total				3,518.90
TOWN HALL STREAMS	15491	111-1010-411.56-41	MONTHLY TOWN STREAMS	300.00
TOWN HALL STREAMS Total				300.00
TRIANGLE SPORTS	42402	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	893.52
	42403	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	175.20
TRIANGLE SPORTS Total				1,068.72
TYLER TECHNOLOGIES, INC.	045-455331	113-9050-419.43-15	FINANCIAL SYSTEM	2,399.08
TYLER TECHNOLOGIES, INC. Total				2,399.08
U.S. ARMOR CORPORATION	45056	111-7010-421.73-10	PD EMPLOYEE EQUIPMENT	394.49
	45060	111-7010-421.73-10	PD EMPLOYEE EQUIPMENT	316.03
	45064	111-7010-421.73-10	PD EMPLOYEE EQUIPMENT	394.49
	45114	111-7010-421.73-10	PD EMPLOYEE EQUIPMENT	388.41
		111-7030-421.56-41	PD EMPLOYEE EQUIPMENT	388.41
U.S. ARMOR CORPORATION Total				1,881.83
UPWARD SOLUTIONS	24-0204	111-5010-419.56-41	MEASURE CC EDUCATION PRG	15,000.00
	24-0205	111-5010-419.56-41	MEASURE PP EDUCATION PRG	15,000.00

City of Huntington Park
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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
UPWARD SOLUTIONS	24-0213	111-5010-419.56-41	PUBLIC AFFAIRS SVCS	5,000.00
	24-0303	111-5010-419.56-41	MEASURE CC PROGRAM	10,000.00
	24-0304	111-5010-419.56-41	MEASURE PP PROGRAM	10,000.00
	UPWARD SOLUTIONS Total			55,000.00
V & V MANUFACTURING, INC.	58600	111-7010-421.61-20	EXPLORER PD BADGES	1,022.68
V & V MANUFACTURING, INC. Total			1,022.68	
VALLEY ALARM	1155765	111-8020-431.56-41	MONTHLY BILLING FEB.24	665.34
		111-8022-419.56-41	MONTHLY BILLING FEB.24	665.33
		111-8023-451.56-41	MONTHLY BILLING FEB.24	715.28
	VALLEY ALARM Total			2,045.95
VIGILANT SOLUTIONS, LLC	55864 RI	111-7040-421.56-41	ANNUAL SUB RENEWAL FEE	2,000.00
VIGILANT SOLUTIONS, LLC Total			2,000.00	
VULCAN MATERIALS COMPANY	73912959	221-8010-431.61-21	ASPHALT FOR POTHOLES	277.08
	73928243	221-8010-431.61-21	ASPHALT FOR POTHOLES	594.61
VULCAN MATERIALS COMPANY Total			871.69	
WALTERS WHOLESALE ELECTRIC COMPANY	S124841957.001	111-8020-431.43-10	LIGHT SYSTEM-FLEET DEPT.	1,465.10
	S124927103.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	4,756.43
WALTERS WHOLESALE ELECTRIC COMPANY Total			6,221.53	
WATER REPLENISHMENT DISTRICT	12312023	681-8030-461.41-00	MONTHLY SERVICES DEC 23	87,180.30
	2023-06-T22-16	681-8030-461.41-00	GROUNDWATER JAN-JUN 23	9,958.00
WATER REPLENISHMENT DISTRICT Total			97,138.30	
WEST & ASSOCIATES ENGINEERING, INC	5	111-8031-433.76-17	MGMT NPDES	11,900.00
	6	111-8031-433.76-17	MGMT NPDES	6,500.00
WEST & ASSOCIATES ENGINEERING, INC Total			18,400.00	
WEST GOVERNMENT SERVICES	849825090	111-7040-421.56-41	MONTHLY SUBSCRIPTION SVCS	1,802.64
	WEST GOVERNMENT SERVICES Total			1,802.64
WESTERN EXTERMINATOR COMPANY	358033C	111-8023-451.56-41	PEST CONTROL	119.10
WESTERN EXTERMINATOR COMPANY Total			119.10	

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
YASMIN CRUZ	5322	111-6060-466.33-20	KINDER BALLET CLASSES	200.00
	5323	111-6060-466.33-20	BEGINNING BALLET CLASSES	200.00
	5324	111-6060-466.33-20	INTERMED. BALLET CLASSES	360.00
	YASMIN CRUZ Total			760.00
ZELAYA, MARIAANTONIA	11683	681-0000-228.70-00	WATER DEPOSIT REFUND	88.15
	ZELAYA, MARIAANTONIA Total			88.15
AMTECH ELEVATOR SERVICES	151401482513	111-8022-419.56-41	ELEVATOR MAINTENANCE	1,113.27
	AMTECH ELEVATOR SERVICES Total			1,113.27
BEAR ELECTRICAL SOLUTIONS, INC	21580	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	6,350.00
	BEAR ELECTRICAL SOLUTIONS, INC Total			6,350.00
BEAR	21718	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	1,055.00
	BEAR Total			1,055.00
COALITION FOR RESPONSIBLE COMMUNITY	FM1450	111-7024-421.56-41	JANITORIAL SERVICES	8,260.58
		111-8020-431.56-41	JANITORIAL SERVICES	2,377.24
		111-8022-419.56-41	JANITORIAL SERVICES	5,276.83
		111-8023-451.56-41	JANITORIAL SERVICES	14,841.74
	FM1460	111-6010-451.56-41	RESERVATION MAINTENANCE	475.00
COALITION FOR RESPONSIBLE COMMUNITY Total				31,231.39
COLIMA GLASS & WINDOW CORP	4956	111-8024-421.43-10	PD BUILD. DOOR REPAIR	650.00
	4961	111-8023-451.43-10	GLASS REPLACED-PARKS & REC	845.00
	4962	111-8023-451.43-10	GLASS REPLACED-PARKS & REC	480.00
COLIMA GLASS & WINDOW CORP Total				1,975.00
DEPARTMENT OF ANIMAL CARE & CONTROL	2252024	111-7010-421.56-41	ANIMAL CARE & CONTROL JAN	26,650.99
	DEPARTMENT OF ANIMAL CARE & CONTROL Total			26,650.99
DEPARTMENT OF JUSTICE	711659	111-7010-421.56-41	FINGERPRINT MONTHLY SVCS	311.00
	DEPARTMENT OF JUSTICE Total			311.00
DUNN EDWARDS CORPORATION	2009A23705	111-8095-431.61-50	PAINT FOR GRAFFITI	953.01

City of Huntington Park
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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
DUNN EDWARDS CORPORATION	2009A24390	111-8095-431.61-50	PAINT - GRAFFITI REMOVAL	945.17
DUNN EDWARDS CORPORATION Total				1,898.18
FAIR HOUSING FOUNDATION	10824	239-5210-463.57-87	PUBLIC SERVICE ACTIVITY	1,674.21
	2082024	239-5210-463.57-87	FAIR HOUSING SVCS - FEB	1,671.63
FAIR HOUSING FOUNDATION Total				3,345.84
FM THOMAS AIR CONDITIONING INC	46320	111-8022-419.56-41	CONTRACTUAL SERVICES	1,037.18
FM THOMAS AIR CONDITIONING INC Total				1,037.18
FUN EXPRESS, LLC	726888288-01	111-0210-413.61-20	HALLOWEEN SUPPLIES	315.52
	726888288-02	111-0210-413.61-20	HALLOWEEN SUPPLIES	79.29
FUN EXPRESS, LLC Total				394.81
GLOBAL URBAN STRATEGIES, INC.	538	241-5030-419.56-41	CALHOME ADMIN SVCS	2,912.50
	539	241-5030-419.56-41	CALHOME ADMIN SVCS	6,655.02
GLOBAL URBAN STRATEGIES, INC. Total				9,567.52
HEALTH AND HUMAN RESOURCE CENTER	E0314484	111-0000-217.50-60	EMPLOYEE ASSIT PROGRAM	213.84
HEALTH AND HUMAN RESOURCE CENTER Total				213.84
RICARDO TADEO WASTE OIL SERVICE	67515	741-8060-431.43-20	WASTE DISPOSAL SVCS	100.00
	67516	741-8060-431.43-20	WASTE DISPOSAL SVCS	60.00
RICARDO TADEO WASTE OIL SERVICE Total				160.00
XEROX FINANCIAL SERVICES	5345620	111-8020-431.43-05	XEROX LEASE PAYMENT	179.96
		285-8050-432.43-05	XEROX LEASE PAYMENT	179.96
		681-8030-461.43-05	XEROX LEASE PAYMENT	179.96
XEROX FINANCIAL SERVICES Total				539.88
CR&R	FY2022-23	111-0000-201.20-00	REFUSE TAX LIEN	138,273.21
		111-0000-395.10-00	REFUSE TAX LIEN	-13,827.32
		111-0000-318.10-00	REFUSE TAX LIEN	-26,271.91
CR&R Total				98,173.98
VISION SERVICE PLAN - CA	819470024	111-0000-217.50-30	MONTHLY VISION PLAN	3,852.20
VISION SERVICE PLAN - CA Total				3,852.20

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PAYEE	INVOICE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNTS
STANDARD INSURANCE COMPANY	378917 002	111-0000-217.50-70	LIFE INSURANCE JAN 2024	4,921.72
			LIFE INSURANCE FEB 2024	6,209.90
	378917 0001	111-0000-217.50-70	LIFE INSURANCE ACTIVE EMPLO. JAN	7,756.58
			LIFE INSURANCE ACTIVE EMPLO. FEB	7,756.58
STANDARD INSURANCE COMPANY Total				26,644.78
DELTA DENTAL INSURANCE COMPANY	BE005902221	111-0000-217.50-20	DENTAL INSURANCE FEB 2024	2,010.08
	BE005844577	111-0000-217.50-20	DENTAL INSURANCE JAN 2024	2,030.49
	BE005904788	111-0000-217.50-20	DENTAL INSURANCE MONTHLY	7,199.07
DELTA DENTAL INSURANCE COMPANY Total				11,239.64
AMERICAN EXPRESS	VARIOUS	VARIOUS	STATEMENT FOR DEC 2023	21,873.58
			STATEMENT FOR JAN 2024	6,260.14
AMERICAN EXPRESS Total				28,133.72
CALPRIVATE	VARIOUS	VARIOUS	STATEMENT FOR DEC 2023	5,434.35
			STATEMENT FOR JAN 2024	1,108.28
CALPRIVATE Total				6,542.63
Grand Total				2,138,258.07

ITEM 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 19, 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 TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the 100% completed plans, specifications and engineer's estimate for CIP 2019-14 ATP Cycle V Project; and
3. Authorize staff to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 9, 2021, the California Transportation Commission (CTC) approved the allocation of funds for Project Approval and Environmental Design (PA&ED) for CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017). Upon preparation and completion of all PA&ED documents, the City received Categorical Exemption (CE) approval from the California Department of Transportation (Caltrans) on June 9, 2022. Obtaining CE approval allows for the requesting of funds for the Plans, Specifications, and Estimate (PS&E) phase. The City submitted a funding request to Caltrans for PS&E allocation on June 16, 2022. At their August 18, 2022, meeting, the CTC allocated funding in the amount of \$275,000 to begin the PS&E phase for this project.

CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

March 19, 2024

Page 2 of 4

The purpose of the Active Transportation Program is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the city, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

Construction documents are completed in accordance with applicable engineering standard specifications, Caltrans design manual and are consistent with the City's procurement and purchasing manual. Due to the size of the contract plans and specifications, an electronic copy will be left in the City Clerk's Office so that the general public may review.

With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation and upload the bid documents on the City's website; available free of charge to prospective bidders.

The following tentative schedule has been identified for the bid process:

NIB issued and posted:	March 22, 2024
Bid submittal due date:	April 24, 2024
Tentative City Council Award date:	May 7, 2024

**CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S
ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO
PROCEED WITH BID ADVERTISEMENT**

March 19, 2024

Page 3 of 4

LEGAL REQUIREMENT

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California Public Works projects to be competitively bid. This action is also consistent with Huntington Park Municipal Code Title 2 Administration Chapter 5 Purchasing System 2-5.12 Formal bid procedures.

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

Actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids are received and thoroughly vetted.

CONCLUSION

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

Respectfully submitted,

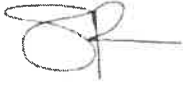


RICARDO REYES
City Manager

**CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S
ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT AND AUTHORIZATION TO
PROCEED WITH BID ADVERTISEMENT**

March 19, 2024

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A handwritten signature in black ink, appearing to be 'S. Forster', with a stylized loop and a horizontal line extending to the right.

STEVE FORSTER
Acting Director of Public Works

ATTACHMENT(S)

1. Plans & Specifications
2. CEQA Documents

Attachment No. 1

ATTACHMENT 1 – PLANS & SPECIFICATIONS

Due to the size of the contract plans and specifications, copies are available upon request at the City Clerk's Office

ITEM 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 19, 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 SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-14 ATP Cycle V Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Active Transportation Program is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

March 19, 2024

Page 2 of 3

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the city, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

The bid opening is scheduled for April 10, 2024. The project requires construction management and inspection services (CM/CI) to provide project oversight. CM/CI services are the overall planning, coordination, and control of a project from beginning to completion. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide CM/CI services for the project.

The following is a tentative schedule:

RFP ISSUED	March 22, 2024
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 10, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 18, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 24, 2024
TENTATIVE CITY COUNCIL AWARD DATE	May 7, 2024
APPROXIMATE NOTICE TO PROCEED DATE	June 1, 2024

LEGAL REQUIREMENT

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

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

March 19, 2024

Page 3 of 3

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website, and other forms of electronic media. The RFP shall describe the project and provide the tasks required from qualified firms to manage the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed, and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM/CI services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Acting Director of Public Works

ATTACHMENT(S)

1. RFP CIP No. 2019-14 ATP Cycle V – Construction Management & Inspection Services

Attachment No. 1



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Construction Management & Inspection Services
CIP 2019-14 ATP Cycle V
PROPOSAL DUE DATE: APRIL 24, 2024, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6253
sforster@hpca.gov

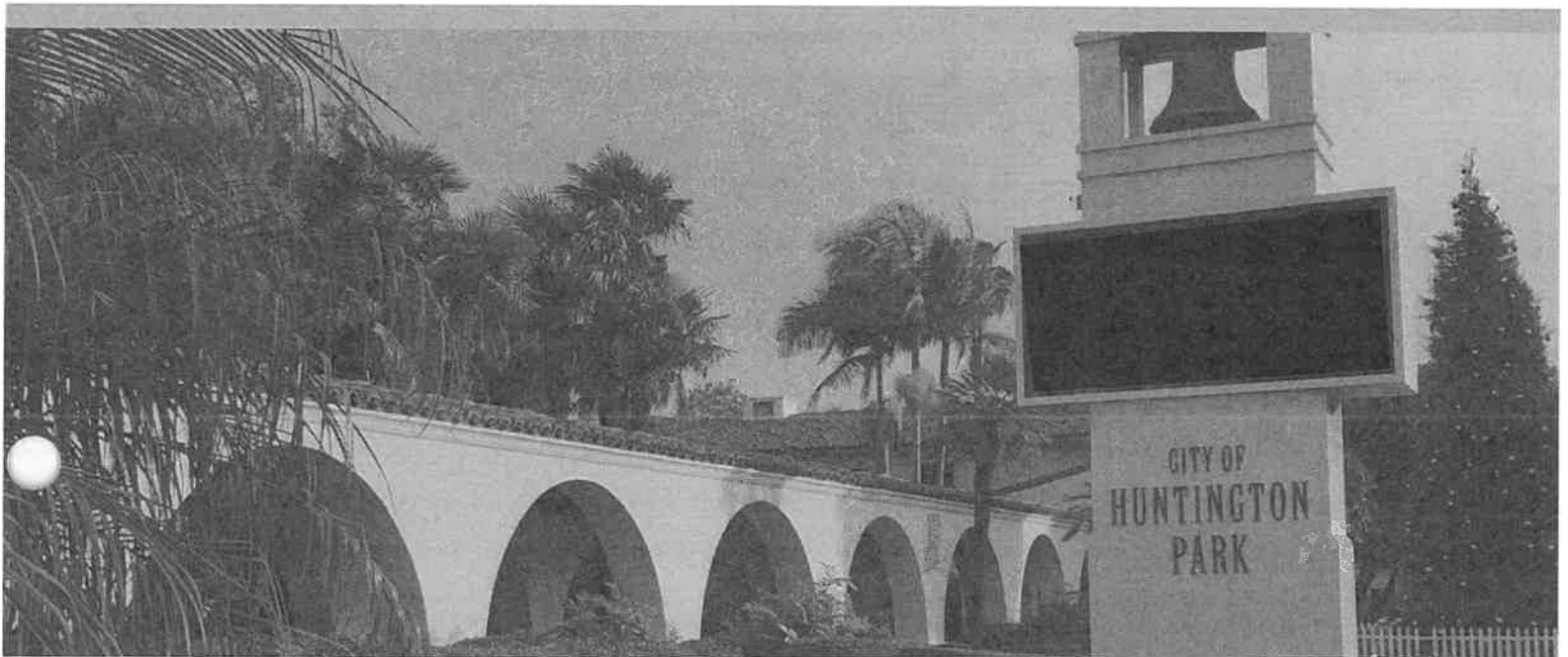


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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in construction management and inspection services specifically related to the administration, monitoring and enforcement of Caltrans local assistance funded capital improvement projects. Focus is on non-motorized modes of transportation as part of **CIP 2019-14 ATP Cycle V (Project)**. The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

2. OVERVIEW

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the city, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

Project plans and specifications may be downloaded from: <http://www.hpca.gov/bids.aspx>

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide construction management and inspection services. The consultant applying should have significant experience in providing this type of service.

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

A. Task 1 – Contract and Labor Compliances Services

- Consultant will furnish all materials, equipment, labor, and services to provide construction management and inspection services related to the Project. The primary responsibility for general supervision of construction must remain with the CM/CI hired by the City. CM/CI must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project. Activities include preparation, review, and recommendation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. Process, track, and review all submittals. Ensure that the contractor is submitting weekly payroll records through the State Department of Industrial Relations (DIR). Oversee compliance with State prevailing wage and labor compliance requirements. Oversee the specific labor standards parameters applicable to the construction project. Participate in the pre-construction meeting. Consultant responsible to prepare an agenda and conduct bi-weekly meetings, reporting, and other project obligations. Prepare and distribute construction agendas and meeting minutes. Create and maintain Labor Standards Enforcement Files that includes pictures. Conduct employee interviews and reconcile with weekly reports. Prepare weekly statement of working day reports as well as inspector's daily reports. Review and make recommendation for contractor progress payments. Arrange for a final walk-through inspection, prepare a punch list for project closeout, and make recommendation for substantial completion. Notify the prime contractor in writing of any discrepancies or suspected violations and define the corrective actions to be taken including restitution payments. Review the final project file and participate in the final review meeting with City staff.
- Caltrans Local Assistance Procedures Manual Chapter 10 will be utilized as the selection criteria: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key

personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform

tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2019-14 ATP Cycle V – CM/CI Services**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Steve Forster, Acting Director of Public Works

E-mail: sforster@hpcg.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 10, 2024**. In response to all questions received by this date, City will issue an Addendum (if any) and will post on the City's website in the same space where the RFP was downloaded. Individuals are responsible to consistently check the website on **April 18, 2024, after 5:00 PM** when the addendums will be posted. Consultant's responsible to download all addendums and acknowledge receipt and submit with the proposal.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, April 24, 2024**, to:

City of Huntington Park – City Clerk's Office

Attn: Steve Forster, Acting Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	March 22, 2024
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 10, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 18, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 24, 2024
TENTATIVE CITY COUNCIL AWARD DATE	May 7, 2024
APPROXIMATE NOTICE TO PROCEED DATE	June 1, 2024

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
 - II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

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

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

- 6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

CG20 12 04 13

© Insurance Services Office, Inc., 2012

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ITEM 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 19, 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 SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2022-02 ATP CYCLE VI PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design (PA&ED) of CIP 2022-02 ATP Cycle VI Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This project aims to provide safer routes for students attending twenty-two K-12 campuses within the project. In addition, an average of 93% of students are enrolled in the Free and Reduced-Price Meal Program, and seniors accessing nearby medical offices and retirement communities. The project is aimed at addressing current gaps in active transportation facilities that disproportionately affect students, seniors and other vulnerable populations living within this disadvantaged community. The reconstruction of 130 curb ramps to comply with ADA-standards and the installation of new high-visibility crosswalks near twenty-two project area schools will increase motorist visibility and pedestrian safety for students at school campus crossings, and the installation of a new, pedestrian-controlled HAWK beacon will increase safety and comfort for students and parents commuting to the nearby Middleton Elementary and Primary Center. Additionally, the construction of three raised islands around Chelsey Park will increase pedestrian safety and comfort when accessing recreational amenities and other nearby after-school activities and health services for students and seniors. Other improvements contained within this project include 3,266 LF of new sidewalks and extensive updates to walking/biking paths adjacent to Veteran's Park, one of the City's largest green spaces, including the installation of 20 wayfinding signs, 10 flashing beacons, 329 illuminated bollards, 20 speed humps, 10 raised crosswalks, and new active transportation amenities for commuters including waste bins, benches, and shade trees along the areas where the

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2022-02 ATP CYCLE VI PROJECT

March 19, 2024

Page 2 of 4

walking and biking paths meet the street and are exposed to vehicular traffic. These critical ATP updates will encourage children and parents to walk to school, and increase student access to parks, libraries, and other after school activities. The project also aims to help reduce transportation costs and greenhouse gas emissions, while also reducing social isolation which is a major contributor of poor health in an area.

The design scope of work includes preparing Project Approval & Environmental Design (PA&ED) in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed design consultants. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

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

The following is a tentative schedule:

RFP ISSUED	March 22, 2024
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 3, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 10, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 17, 2024
TENTATIVE CITY COUNCIL AWARD DATE	May 7, 2024
APPROXIMATE NOTICE TO PROCEED DATE	June 5, 2024
CTC APPROVAL OF THE PA&ED	October 17, 2024

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2022-02 ATP CYCLE VI PROJECT

March 19, 2024

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LEGAL REQUIREMENT

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

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of January 25, 2024, the California Transportation Commission (CTC) allocated funding in the amount of \$55,000. City must seek reimbursement of the state funds as work progresses. A local City match is not required.

Approval of this specific action does not have a fiscal impact.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2022-02 ATP CYCLE VI
PROJECT**

March 19, 2024

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A handwritten signature in black ink, appearing to be 'SF' with a horizontal line extending to the right.

STEVE FORSTER

Acting Director of Public Works

ATTACHMENT(S)

1. RFP CIP 2022-02 ATP CYCLE VI

Attachment No. 1



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Project Approval and Environmental Design (PA&ED) Services for
CIP 2022-02 ATP Cycle VI**

PROPOSAL DUE DATE: APRIL 17, 2024, AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6320
sforster@hpcg.gov

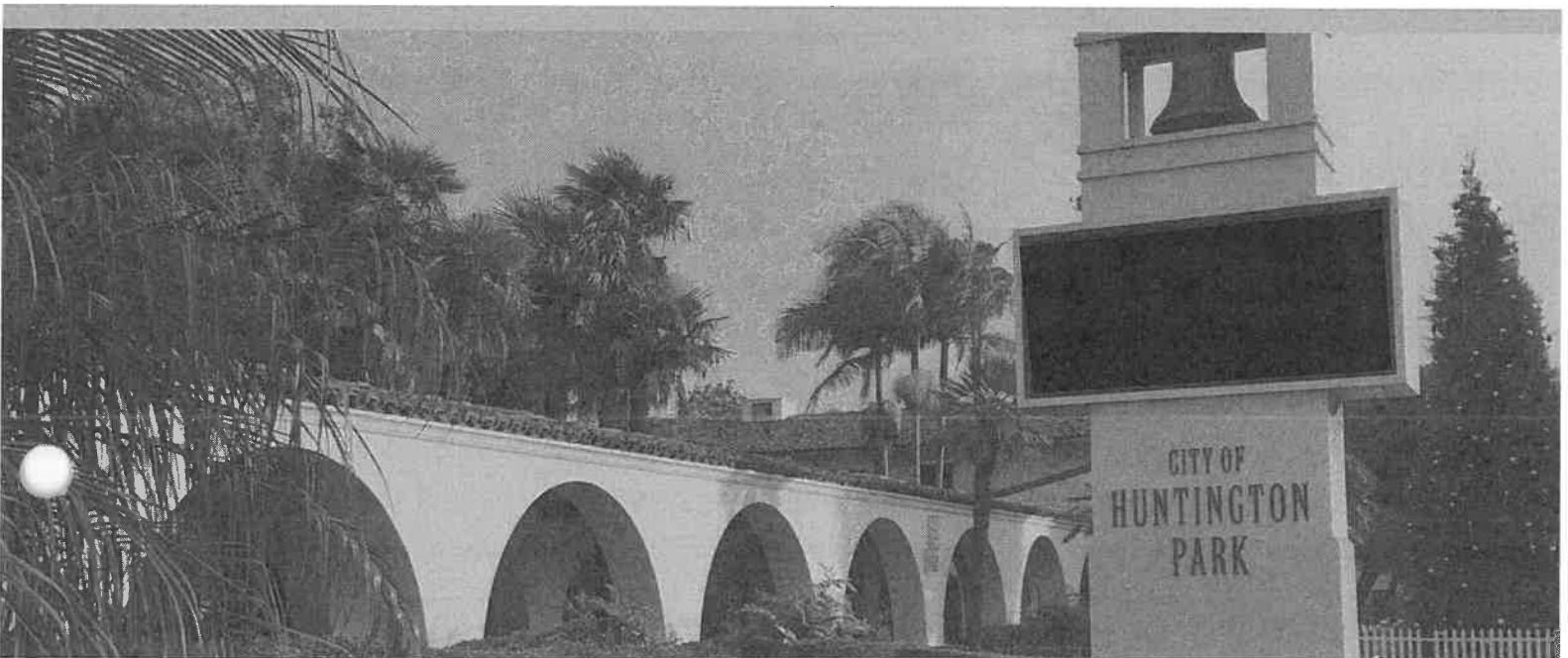


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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for architectural and engineering design services for the Project Approval & Environmental Design (PA&ED) phase in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed design consultants. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts for **CIP 2019-14 ATP Cycle VI**.

2. OVERVIEW

This program aims to provide safer routes for students attending twenty-two K-12 campuses within the project area where an average of 93% of students are enrolled in the Free and Reduced-Price Meal Program, and seniors accessing nearby medical offices and retirement communities by addressing current gaps in active transportation facilities that disproportionately affect students, seniors and other vulnerable populations living within this disadvantaged community.

The reconstruction of 130 curb ramps to comply with ADA-standards and the installation of new high-visibility crosswalks near twenty-two project area schools will increase motorist visibility and pedestrian safety for students at school campus crossings, and the installation of a new, pedestrian-controlled HAWK beacon will increase safety and comfort for students and parents commuting to the nearby Middleton Elementary and Primary Center. Additionally, the construction of three raised islands around Chelsey Park will increase pedestrian safety and comfort when accessing recreational amenities and other nearby after-school activities and health services for students and seniors.

Other improvements contained within this project include 3,266 LF of new sidewalks and extensive updates to walking/biking paths adjacent to Veteran's Park, one of the City's largest green spaces, including the installation of 20 wayfinding signs, 10 flashing beacons, 329 illuminated bollards, 20 speed humps, 10 raised crosswalks, and new active transportation amenities for commuters including waste bins, benches, and shade trees along the areas where the walking and biking paths meet the street and are exposed to vehicular traffic.

These critical ATP updates will encourage children and parents to walk to school, and increase student access to parks, libraries, and other after school activities, helping reduce transportation

costs and greenhouse gas emissions, while also reducing social isolation which is a major contributor of poor health in an area with healthier community conditions than only 12% of other CA cities (HPI).

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the environmental phase for the design of safe routes to school related pedestrian improvements. The consultant applying should have significant experience in preparing PA&ED that leads to a PS&E. The objective of the project is to receive Los Angeles Metropolitan Transportation Authority's and Caltrans approval of the PA&ED and ultimately receive the California Transportation Commission's authorization on or before **October 17, 2024**.

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

A. Task 1 – Submit Caltrans LAPM Chapter 6 Environmental Procedures Exhibits – Preliminary Environmental Study (PES) and Other Exhibits.

- The PA&ED phase will involve preparation of the appropriate environmental documents for the project, along with the selection of a range of reasonable alternatives and feasible mitigation in accordance with California Environmental Quality Act (CEQA).
- Caltrans, as the lead agency under CEQA, will oversee, ultimately approve or deny the PA&ED environmental document/exhibits for the project.
- The PA&ED is a Caltrans-controlled process and subject to Caltrans's oversight, concurrence, and approval at each step in each phase of the process, including the review and approval of the various required document submittals and technical reports, the selection of project alternatives, and the environmental review process under CEQA.
- Consultant to follow Caltrans Local Assistance Procedures Manual Chapter 6: Environmental Procedures - <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch06.pdf>
- Final CEQA environmental document may be certified by Caltrans, along with supporting technical studies, will be included with the request to obtain a finance letter for the PS&E phase of the project.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:
- Conduct scoping meeting with City to discuss any deviation from initial tasks.

B. Task 2 – Survey, Data Collection, Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the design and ultimately the construction phase.
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PA&ED.
- Minimum number of Meetings:
 - 1 - Scoping/Kick off
 - 2 - Stakeholders/Final Design
 - 5 - City Staff

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultant's approach to ensuring quality control of all documents that are disseminated. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule (11" x 17") detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Consultant to fill out the attached detailed cost estimate for performing specific Tasks identified in the RFP. A one-page schedule of rates for each proposed personnel that may be tasked to complete the project must also be included. The detailed cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Scope of Service. The proposal shall also integrate costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any) and shall not be a separate line item. To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of tasks, and during the term of

the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The detailed fee schedule proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2022-02 ATP Cycle VI**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Steve Forster, Acting Director of Public Works

E-mail: sforster@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, April 3, 2024**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, April 17, 2024**, to:

City of Huntington Park – City Clerk's Office

Attn: Steve Forster, Acting Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – DETAILED FEE PROPOSAL

ATTACHMENT 2 – IMPORTANT DATES

ATTACHMENT 3 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 4 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – DETAILED FEE PROPOSAL

TASKS	ITEM	TOTAL
1	One (1) Kickoff Scoping Meeting	
2	Two (2) Stakeholders/Final Design Meetings	
3	Five (5) Review Meetings with City staff	
4	Prepare & Submit all applicable Caltrans Local Assistance Procedures Manual Chapter 6 Environmental Procedure Exhibits: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch06.pdf	
5	Survey, Data Collection, Permitting and Regulations	
TOTAL DETAILED FEE SCHEDULE =		

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

ATTACHMENT 2 – IMPORTANT DATES

IMPORTANT DATES

RFP ISSUED	March 22, 2024
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 3, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 10, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 17, 2024
TENTATIVE CITY COUNCIL AWARD DATE	May 7, 2024
APPROXIMATE NOTICE TO PROCEED DATE	June 5, 2024
CTC APPROVAL OF THE PA&ED	October 17, 2024

ATTACHMENT 3 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
 - II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

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

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

- 6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT: MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE SECTION 3, PAGES 3-4)

ATTACHMENT 4 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Agent or Broker Name & Address

INSURED

Insured Name & Address

CONTACT INFO:		FAX	
PHONE	EMAIL	A.C. Ref.	
ADDRESS			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A			
INSURER B			
INSURER C			
INSURER D			
INSURER E			
INSURER F			

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	CURRENT POLICY PERIOD	LIMITS
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OTHER	Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO RENTALS MED EXP (per one person) PERSONAL & ADULTERY GENERAL AGGREGATE PRODUCTS - COMPOP AGG
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> HIRE ONLY <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-SCHEDULED AUTO ONLY	Policy Number	Current Policy Period	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF <input type="checkbox"/> RETENTIONS	Policy Number	Current Policy Period	EACH OCCURRENCE AGGREGATE DEFENSE COSTS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY WORKER'S COMPENSATION POLICY EXCLUDED BY EXEMPTION IN RITE *yes, describe rule *description of operations/other duty	Policy Number	Current Policy Period	EACH ACCIDENT \$1,000,000

General Liab.

Each Occurrence: \$2,000,000

Damage to Rentals: \$1,000,000

Med Exp: \$5,000

Personal & Adv: \$1,000,000

Injury: \$1,000,000

General Aggregate: \$4,000,000

Products: \$1,000,000

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 271 Additional Remarks-Scheduled, state, be attached if more space is required)

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

CERTIFICATE HOLDER

City of Huntington Park

6550 Miles Avenue

Huntington Park, CA 90255

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This Insurance does not apply to:

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

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

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

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

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

CG20 12 04 13

© Insurance Services Office, Inc., 2012

Page 1 of 1

ITEM 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 19, 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:

AWARD OF CONTRACT AMENDMENT FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a contract amendment for services related to Street Light(s) and Wi-Fi Demonstration Project to Louii's Electric Power & Lighting Company in an amount not to exceed \$227,260 and;
2. Authorize the City Manager to execute the final terms of the contract amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has begun preliminary work on a project that would facilitate the installation of Wi-Fi components at various locations throughout the community. The installation of Wi-Fi related components in trial residential areas of the City would allow for the public to have access to Wi-Fi for educational and community related benefits. The program is currently in place in the City's Parks and an expansion of this trial program could have lasting benefits to a population of individuals that would otherwise not have access due to lack of economic means.

In order to save costs and work directly with a firm that specializes in electrical, street lighting, and internet connections, a request for proposal process was authorized by City Council on May 16, 2023 to solicit proposals from qualified firms. The RFP was designed to solicit firms known for working with municipal agencies who understand current requirements. However, no proposals were received by the June 1, 2023 deadline for submission. The Public Contracting Code authorizes the City to negotiate and work with a qualified firm to facilitate the needs of the City to perform the services required described in the RFP. The City has reached out to several qualified electrical firms and received two proposals that are comparable to the construction estimate. City Council approved Louii's Electric for a contract not to exceed \$847,000 at the regular meeting of October 3, 2023.

AWARD OF CONTRACT FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT.

March 19, 2024

Page 2 of 2

At the time of award, Louii's Electric total proposal value was to include other work that could not be verified for electrical engineering requirements. However, it was determined that the best course of action is to install photocells on each of the streetlights to reduce energy consumption by allowing the power source to the streetlight to function only when environmental conditions exist (nighttime and weather). The total number of street light poles needing photocells is 220. The price per pole submitted by Louii's Electric Power & Lighting Company is \$1,033. The total cost shall not exceed \$227,260.

FISCAL IMPACT/FINANCING

These tasks would be paid upon the conclusion of the contract from the City's General Fund, ARPA funding and CDBG funding.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S)

1. Proposal



**LOUIE'S
ELECTRIC**
Power & Lighting Company

Attachment No. 1

**LOUIE'S
ELECTRIC**

Power & Lighting Company

C-10 Lic #1067534

C-10 Lic #1067534

COST

PROPOSAL

CITY OF HUNTINGTON PARK

Cost Proposal for Street Lighting Modification and Wi-Fi Equipment Installation



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



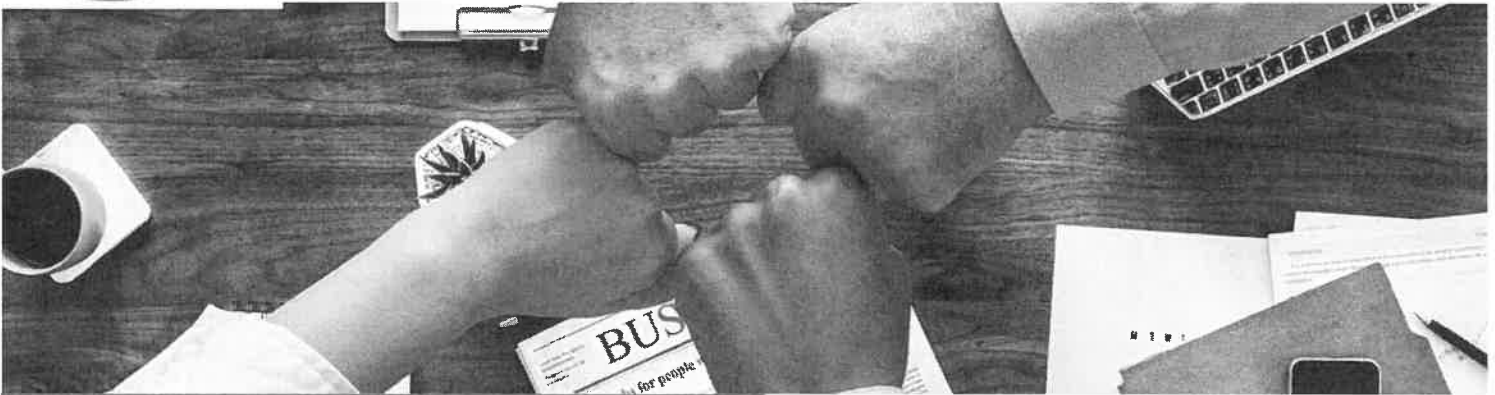
ltannous38@gmail.com



LOUII'S ELECTRIC

Power & Lighting Company

01



Letter from Owner

Dear Mr. Forster ,

I hope this letter finds you well. I am Louii Tannous, the owner of Louii's Electric Power & Lighting Company, and it is with great enthusiasm that I present this cost proposal to the City of Huntington Park. Our company has a strong commitment to delivering top-quality electrical and lighting services, and we are dedicated to contributing to the betterment of our community.

I am pleased to inform you that our company was responsible for installing all electrical systems and mounting all WiFi equipment for more than 200 poles in the City of Huntington Park. This project was executed with precision and in compliance with all safety and regulatory standards. We take pride in our work and are committed to ensuring that the City of Huntington Park benefits from our expertise in electrical and WiFi installations.

Our team of highly skilled professionals worked diligently to complete this project on time and within budget. We understand the importance of reliable electrical and WiFi infrastructure for the city's residents and businesses, and we are confident that our services have contributed to enhancing the quality of life in Huntington Park.



www.leplcservice.com



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91107



(626)399-9509



ltannous38@gmail.com



LOUII'S ELECTRIC

Power & Lighting Company

02



Enclosed with this letter is the detailed cost proposal for the aforementioned project. We have provided a breakdown of all costs and a timeline for the work performed. If you have any questions or require further clarification on any aspect of the proposal, please do not hesitate to reach out to us.

We are excited about the opportunity to continue our partnership with the City of Huntington Park and to contribute to the city's growth and development through our electrical and lighting services. Should you choose to accept our proposal, we are committed to delivering exceptional results and maintaining the highest standards of quality.

Thank you for considering our proposal. We look forward to the possibility of working together again and serving the needs of the City of Huntington Park. Please feel free to contact me at (626) 399-9509 for any inquiries or to schedule a meeting to discuss this proposal in more detail.

Louii Tannous, Owner



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



Cost Proposal

Scope of Work : Street Lighting Modification Only

Objective:

Our primary objective for this scope of work is to provide comprehensive street lighting modification for **220 specified light poles**. The work includes the following details:

1. Photocell Installation:

Providing and installing commercial-grade street lighting photocells on the lighting fixtures in accordance with industry standards.

2. Lighting Circuitry Modification:

Modifying the existing lighting circuitry to ensure a consistent power supply for every light pole.

3. Pedestal Power Box Enhancement:

Providing the necessary cap-off and rewiring of the breakers at the pedestal power box to optimize power distribution.

4. Equipment and Traffic Management:

Furnishing boom equipment and implementing essential traffic control measures as required for installation.

Pricing per Pole

- Photocell and Bracket: \$35.00
- Safety and Traffic Control: \$8.00
- Equipment Rental: \$40.00
- Labor: \$950.00
- **Total Cost per Pole: \$1,033**





LOUII'S ELECTRIC

Power & Lighting Company

04

All work will be conducted during standard business hours.

The City is responsible for notifying residents and providing necessary no-parking signage to ensure a safe working environment.

It would be an honor to collaborate with the City of Huntington Park on this project. Our commitment to excellence aligns seamlessly with the city's vision for enhancing infrastructure. Should you have any questions or require additional information, please feel free to contact me directly at (626) 399-9509 or via email at ltannous38@gmail.com .

I look forward to the opportunity to discuss this proposal further and to contribute to the continued improvement of our wonderful city.

Sincerely,

Louii Tannous



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509

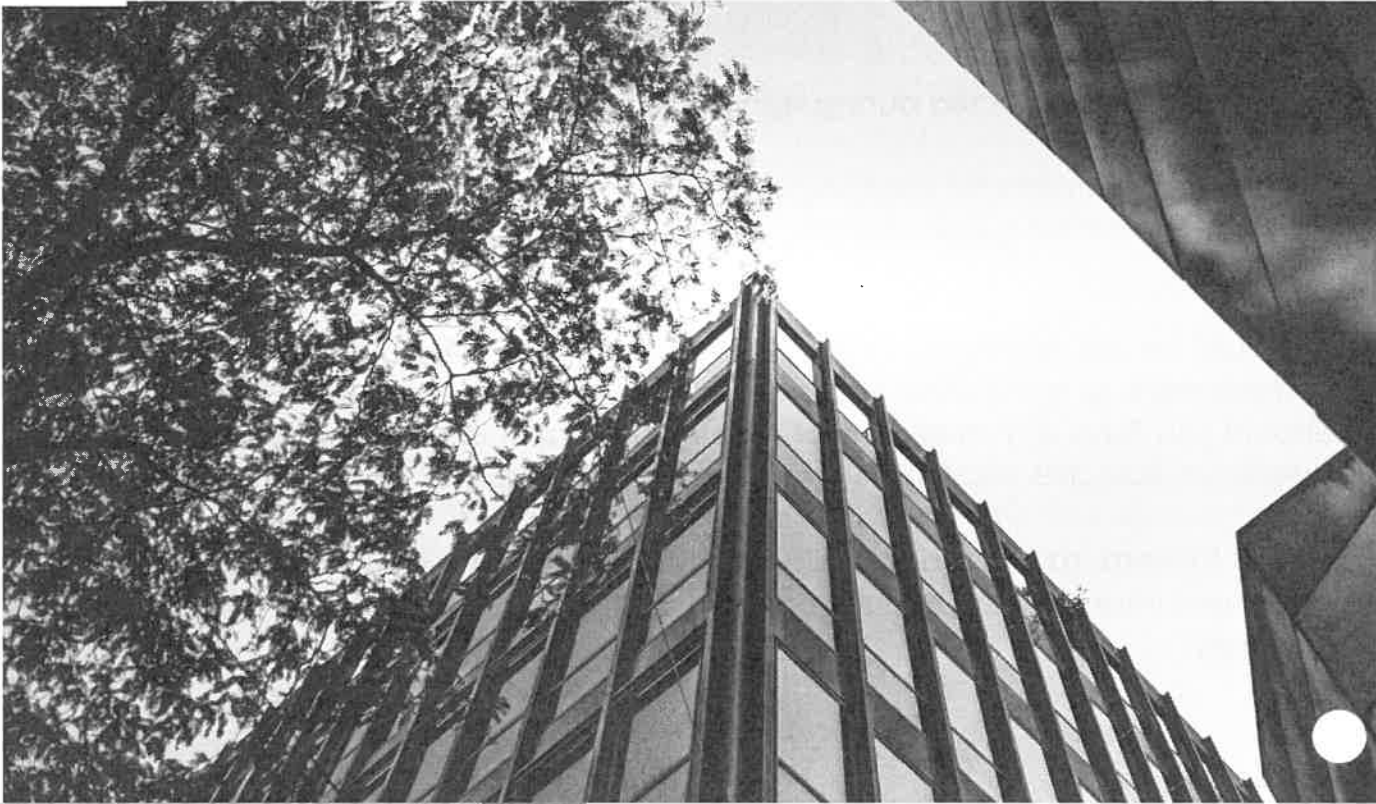


ltannous38@gmail.com



**LOUI'S
ELECTRIC**
Power & Lighting Company

05



End Of Proposal —

**THANK
YOU**



www.leplcservice.com



2761 Mataro St Pasadena CA,
91107



(626)399-9509



ltannous38@gmail.com



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 19, 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 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

March 19, 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.

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							
	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	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

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

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Huntington Park, CA 90255

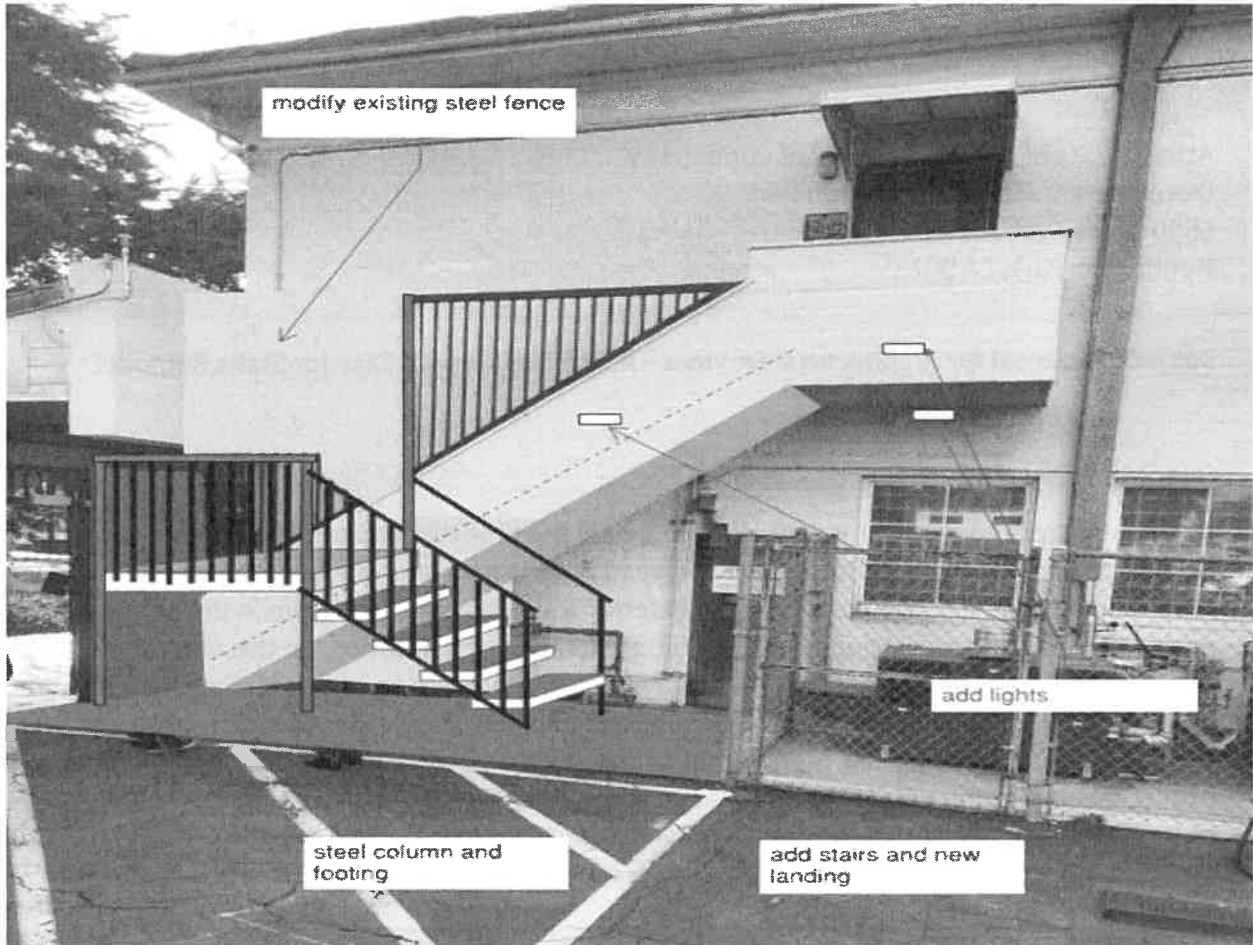
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Design Development Through Construction Documents							
Architectural	4		20			80	\$16,600
Structural				10		10	\$3,700
Electrical					10	10	\$3,400
Design Fees							\$23,700
BIDDING AND CONSTRUCTION PHASE							
Bid Support Services (2 RFIs)		2	2	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.

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Sincerely,

Infrastructure Architects

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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 facade. 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 grid of the building.

December 2023

PREPARED FOR:
City of Huntington Park

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Tuesday, December 12, 2023

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6550 Miles Avenue
Huntington Park, CA 90255

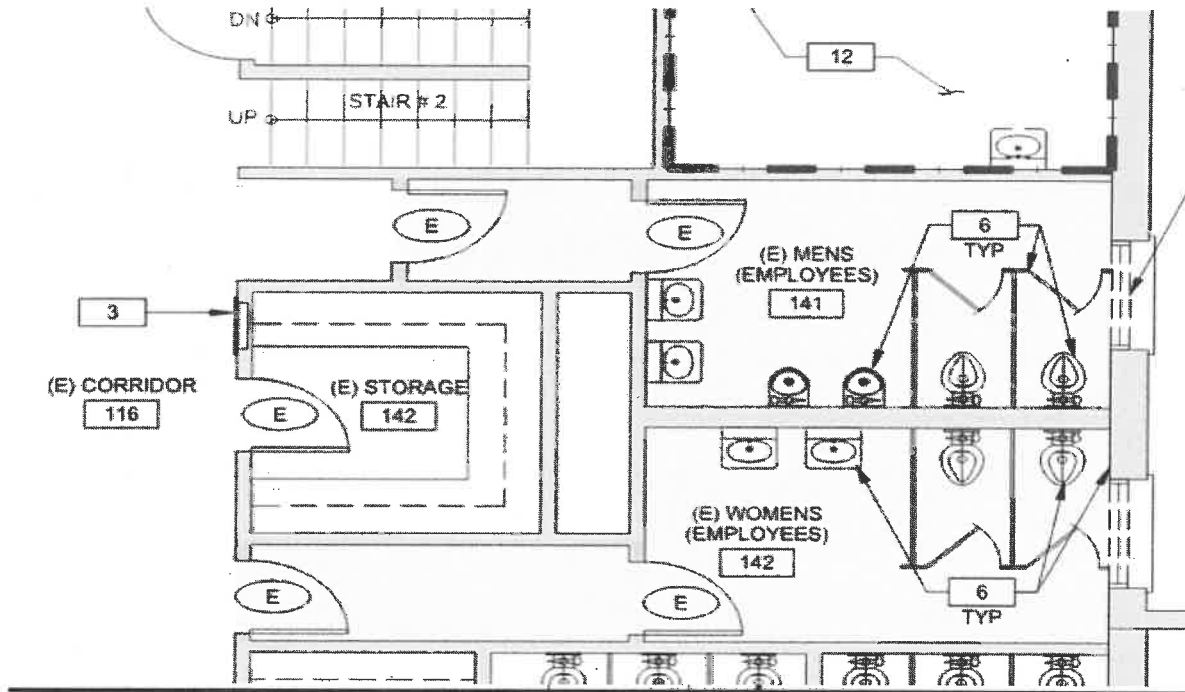
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Architectural	4	8	40					40	\$15,800
Structural				10					\$2,200
Mechanical							10	16	\$4,300
Plumbing						10		16	\$4,300
Electrical					10			16	\$4,300
Design Fees									\$30,900
BIDDING AND CONSTRUCTION PHASE									
Bid Support Services (4 RFIs)		4	4	4	4	4	4		\$4,680
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Construction Support Services									\$9,360





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

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

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Sincerely,

Infrastructure Architects

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



Item 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 19, 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 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

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

March 19, 2023

Page 2 of 2

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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.

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

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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

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iARCH							
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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.

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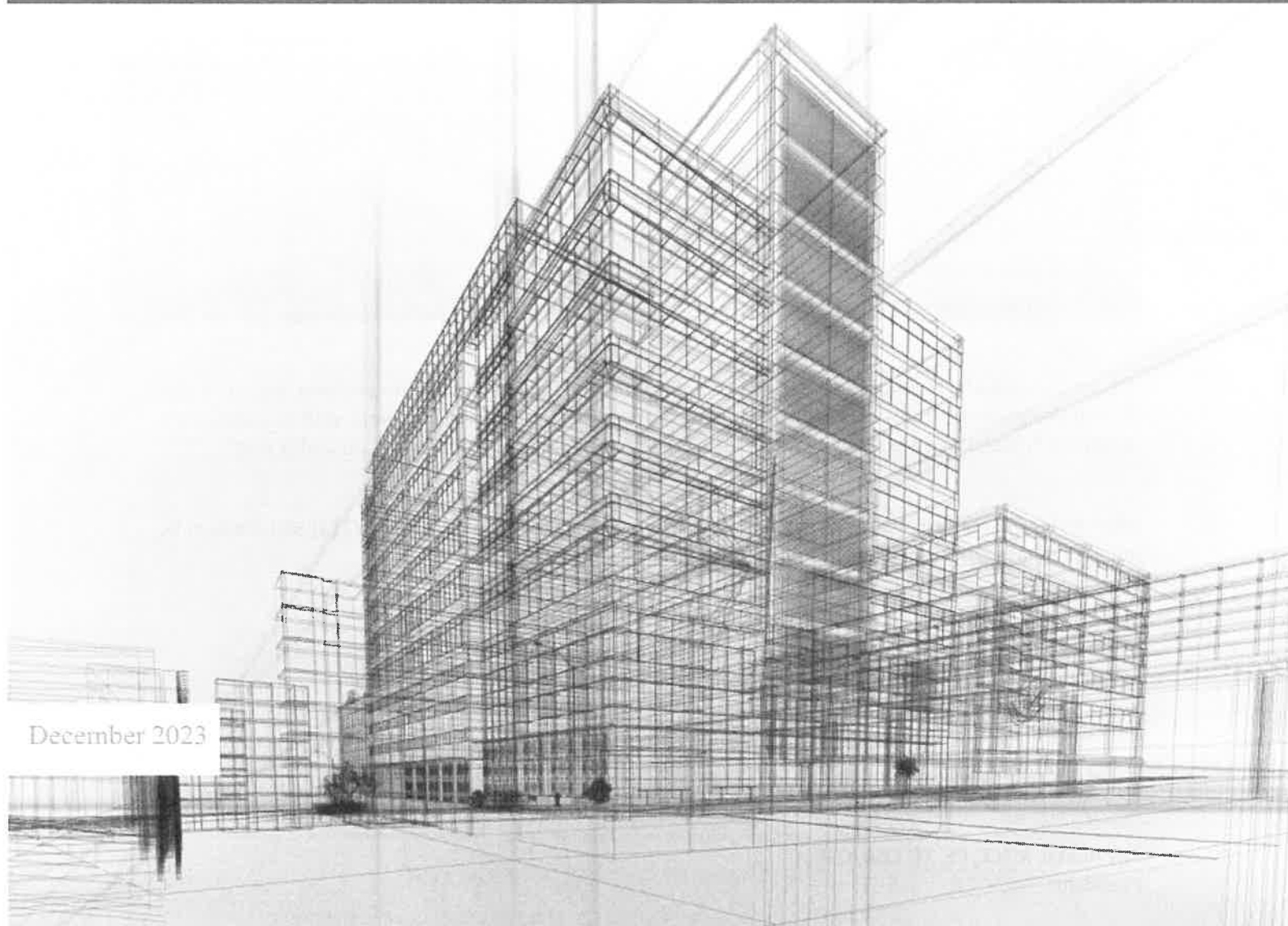
Sincerely,

Infrastructure Architects

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:
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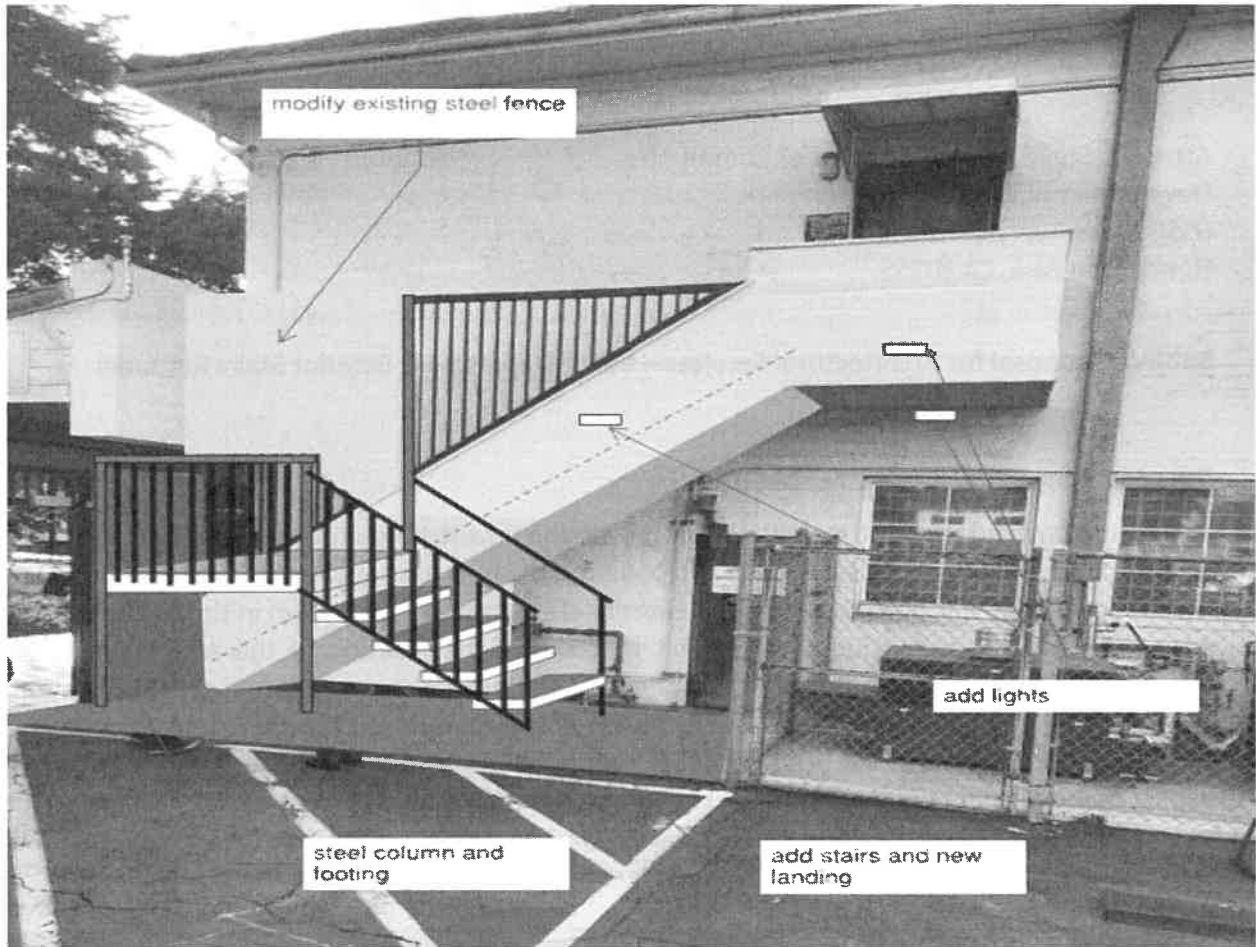
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Construction Support Services							\$4,340





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Sincerely,

Infrastructure Architects

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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 surrounded by other smaller glass structures, suggesting a modern urban or corporate campus. The rendering is in a light, sketch-like style with some shading to indicate depth and reflection on the glass surfaces.

December 2023

PREPARED FOR:
City of Huntington Park

PREPARED BY:
Infrastructure Architects

Tuesday, December 12, 2023

Attn: Mr. Steve Forster, Director of Community
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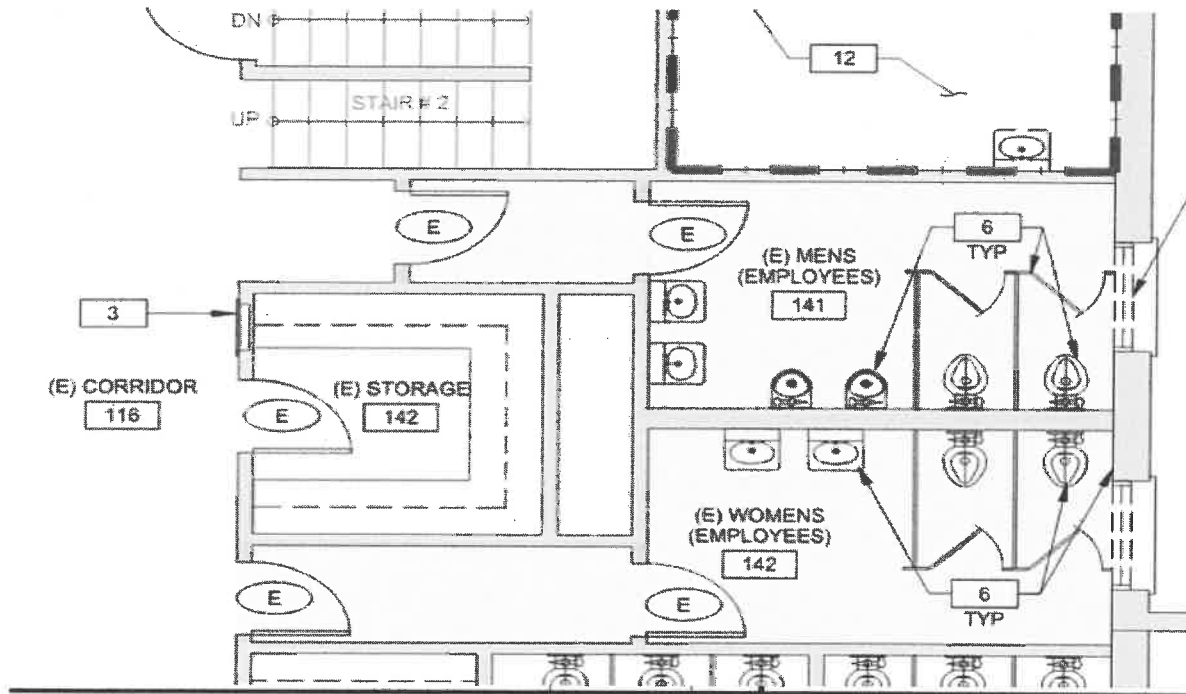
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Design Development Through Construction Documents									
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Structural				10					\$2,200
Mechanical							10	16	\$4,300
Plumbing						10		16	\$4,300
Electrical					10			16	\$4,300
Design Fees									\$30,900
BIDDING AND CONSTRUCTION PHASE									
Bid Support Services (4 RFIs)		4	4	4	4	4	4		\$4,680
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**Emergency Operations Center Renovation
6538 Miles Avenue, Huntington Park, CA 90255**

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

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Sincerely,

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President



ITEM 8



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 19, 2024

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6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR PROFESSIONAL SERVICES RELATED TO ARCHITECTURAL SERVICES AT CITY HALL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize a Request For Qualifications (RFQ) process for professional services related to the development of plans, specifications and estimate for City Hall.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current City Hall was originally constructed in 1947. Over the last few decades, the building has undergone minor modifications to keep up with the civic demands of the community. However, many elements such as the mechanical, electrical, plumbing, ADA compliance and structural elements have been extended well past their viable life span.

In order to modify workspaces, correct mechanical deficiencies, and bring the building up to current building codes, plans, specifications and cost estimate by a licensed architect will be needed. The RFQ will solicit firms known for working with municipal agencies who understand current building code requirements, functional use of workspaces, identify safety and security elements as well as updating ceiling, wall and floor treatments. The selected firm will be tasked with developing a preliminary plan for modernizing the building to current standards and preparing a detailed cost estimate. This plan and estimate can then be utilized to articulately phase in a more comprehensive bid project to address the deficiencies.

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the RFQ. These tasks would be paid upon the conclusion of the contract by the selected architect from the City's general fund and potentially ARPA funds.

**AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR
PROFESSIONAL SERVICES RELATED TO ARCHITECTURAL SERVICES AT
CITY HALL**

March 19, 2024

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CONCLUSION

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

Respectfully submitted,

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

RICARDO REYES
City Manager

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

STEVE FORSTER
Community Development Director/Acting Public Works Director

ATTACHMENT(S)

1. RFQ for professional services related to the development of plans, specifications and estimate for City Hall.

Attachment No. 1



CITY OF HUNTINGTON PARK REQUEST FOR QUALIFICATIONS FOR Architectural Services

QUALIFICATIONS DUE DATE: April 24, 2024, AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.961-1865
sforster@hpca.gov



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1. INTRODUCTION

The City of Huntington Park (City) seeks the services of an architectural firm to provide services to analyze, investigate, produce plans, specification, and cost estimates to remodel City Hall. The current facility is in excess of 50 years old and has experienced minor modifications over the years. Due to wear and extended use of the facility, the mechanical, electrical and plumbing (MEP) have become outdated and no longer viable to operate and maintain. In addition, workspaces, ceiling, wall, and floor coverings are to be addressed as part of the project. The interior improvements are to be conducive to hosting city staff relative to civic center activities. The selected firm will work closely with Cities staff members that oversee the operation and maintenance of the existing facility. The selected firm will be expected to evaluate the buildings infrastructure and provide recommendations for improvements. In addition, the selected consultant will prepare plans, specifications and cost estimate associated with the recommended improvements. The City is seeking a consultant whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

2. OVERVIEW

The City of Huntington Park currently has evaluated the interior of City Hall. A preliminary analysis has concluded that the MEP and interior modifications are passed their normal life span. Additionally, the facility may have contaminates, such as asbestos and lead that will need to be evaluated for removal. The purpose of the architectural function will be to provide a third-party analysis of the facility floor plan that would indicate modifications and further articulate possible locations of contaminated materials. The plans and specifications would also be accompanied by a cost estimate for the proposed improvements. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified individuals that have demonstrated experience within the Municipal Architectural industry.

experience with the waste industry.

A. Tasks –

- RFQ requirement:
 - A Letter of Introduction to include its understanding of the scope of services.
 - The firm's approach to delivering the scope of services.
 - Brief company profile and number of years the firm has been in business.
 - Location of principal office that will be responsible for the implementation of this contract.
 - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the Qualifications shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
 - Cost Qualifications (including hourly rate) for Services.
 - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
 - Include any critical paths for timely and competent completion of all work contemplated under this RFQ.
 - Develop and maintain Project Schedule for approval based on City approval process and applicable date restrictions.
 - Conduct scoping meeting with City to discuss any deviation from initial tasks.
 - Consultant shall incorporate all federal, state, and local laws, rules, and regulations.

QUALIFICATIONS OBJECTIVES INCLUDING BUT NOT LIMITED TO:

- Evaluation of the existing building.
- Evaluation of the “real” cost of suggested improvements.
- Preparation of an architectural floor plan.
- Evaluation of possible locations of contamination.
- Itemized list of improvements.
- Develop complete plans, specifications and estimate for public bidding purposes.

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each Qualifications shall be evaluated based on the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFQ requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFQ (10%) – The ability of the consultant to comply with all instructions set forth under this RFQ as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.
 - Cost – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFQ.

9. REQUIRED FORMAT FOR TECHNICAL QUALIFICATIONS SUBMITTAL

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

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

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFQ on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFQ on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFQ in which the consultant was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Qualifications: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFQ and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The Qualifications shall include the compensation structure for performing specific services identified in Task 1 (e.g. flat lump sum or hourly rate structure) for each Task. The Qualifications shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a Qualifications contemplates the use of the subconsultants to perform any one or more of the above-described tasks on the consultant's behalf, the Qualifications shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's Qualifications contemplates an increase in compensation rates or charges prior to the completion of Tasks, and during the term of the portion of the PSA or any extension term the Qualifications shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Qualifications (Attachment 4) shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Professional Services for Architectural Services**" and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFQ

All questions regarding this RFQ must be submitted via

email: Steve Forster, Director of Community
Services/Acting Public Works Director

E-mail: sforster@hpcg.gov

Questions regarding this Qualifications shall be submitted via email by **2:00 PM, April 15, 2024**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **2:00 PM, April 18, 2023**. Responses to the Questions will be emailed to every individual that has downloaded the RFQ directly from the City's website.

12. QUALIFICATIONS SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Qualifications no later than **2:00 PM, April 24, 2024** to:

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

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ PREPARATION

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFQ ISSUED	March 20, 2024
MANDATORY JOB-WALK	April 8, 2024
REQUEST FOR INFORMATION DEADLINE: 2:00 PM	April 15, 2024
RELEASE OF INFORMATION REQUESTED: 2:00 PM	April 18, 2023
QUALIFICATIONS DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 24, 2023
TENTATIVE CITY COUNCIL AWARD DATE	May 7, 2024
APPROXIMATE NOTICE TO PROCEED DATE	May 28, 2024

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

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

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

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

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

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

- 6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____

Ricardo Reyes
City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Agent or Broker Name & Address</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 0.7em;">CONTACT NAME</td> <td style="font-size: 0.7em;">FAX (AAC, BUS)</td> </tr> <tr> <td style="font-size: 0.7em;">PHONE (AAC, BUS, EXT)</td> <td></td> </tr> <tr> <td style="font-size: 0.7em;">E-MAIL ADDRESS</td> <td></td> </tr> </table>	CONTACT NAME	FAX (AAC, BUS)	PHONE (AAC, BUS, EXT)		E-MAIL ADDRESS									
CONTACT NAME	FAX (AAC, BUS)														
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INSURED <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Insured Name & Address</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 0.7em;">INSURER(S) AFFORDING COVERAGE</th> <th style="font-size: 0.7em;">NAME</th> </tr> <tr><td style="font-size: 0.7em;">INSURER A</td><td></td></tr> <tr><td style="font-size: 0.7em;">INSURER B</td><td></td></tr> <tr><td style="font-size: 0.7em;">INSURER C</td><td></td></tr> <tr><td style="font-size: 0.7em;">INSURER D</td><td></td></tr> <tr><td style="font-size: 0.7em;">INSURER E</td><td></td></tr> <tr><td style="font-size: 0.7em;">INSURER F</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAME	INSURER A		INSURER B		INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER F															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS														
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> SPLIT <input type="checkbox"/> SLOC <input type="checkbox"/> OTHER	Policy Number	Current Policy Period	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 0.6em;">EACH OCCURRENCE</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">DAMAGE TO RENTED</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">PERSONAL & ADV INJURY</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">MED EXP (Adv only period)</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">PERSONAL & ADV INJURY</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">GENERAL AGGREGATE</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">PRODUCTS - COMPLETED</td><td style="font-size: 0.6em;">\$</td></tr> </table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED	\$	PERSONAL & ADV INJURY	\$	MED EXP (Adv only period)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMPLETED	\$
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PROPERTY DAMAGE (Per accident)	\$																
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EACH OCCURRENCE	\$																
AGGREGATE	\$																
WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> N/A <input type="checkbox"/> Y/N <small>IF WORKERS COMPENSATION IS REQUIRED BY STATE OR FEDERAL LAW, IT MUST BE INCLUDED. Mandatory in NY.</small> <small>IF WORKERS COMPENSATION IS REQUIRED BY STATE OR FEDERAL LAW, IT MUST BE INCLUDED. Mandatory in NY.</small>	Policy Number	Current Policy Period	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: 0.6em;">EACH ACCIDENT</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">EACH DISEASE - EMPLOYEE</td><td style="font-size: 0.6em;">\$</td></tr> <tr><td style="font-size: 0.6em;">EACH DISEASE - POLICY LIMIT</td><td style="font-size: 0.6em;">\$</td></tr> </table>	EACH ACCIDENT	\$	EACH DISEASE - EMPLOYEE	\$	EACH DISEASE - POLICY LIMIT	\$								
EACH ACCIDENT	\$																
EACH DISEASE - EMPLOYEE	\$																
EACH DISEASE - POLICY LIMIT	\$																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

Must have a Contact Name & Phone number or email address

Insurance Company Name(s)

General Liab.
 Each Occurrence: \$2,000,000
 Damage to Rented Premises: \$1,000,000
 Med Exp: \$5,000
 Personal & Adv Injury: \$1,000,000
 General Aggregate: \$4,000,000
 Products: \$1,000,000

Must mark either a "YES" or "NO"

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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DESIGNED BY: [illegible]

HUNTINGTON PARK, CA 90255

MANUFACTURED BY: [illegible]

(323) 964-6700

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

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

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

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

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

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

ITEM 9



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 19, 2024

Honorable Mayor and Members of the City Council

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

Dear Mayor and Members of the City Council:

APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT ADMINISTRATION DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the expenditure of funds to purchase two Police Administration Division vehicles from FCA US, LLC (DODGE), specifically Carville Chrysler Dodge Jeep Ram in Greeneville, TN; and,
2. Approve Finance Department to draw the funds for this purchase from account number 111-7010-421-73-11 (Improvements – New Support Vehicles); and
3. Authorize the Chief of Police to purchase the vehicles and associated technology and emergency response equipment.

BACKGROUND/JUSTIFICATION

The Police Administration Division is currently re-organizing its fleet in order to repurpose two older, high mileage vehicles to less critical use areas of the Department. The new vehicles will be assigned to Administration, one to the Chief of Police, the other to administration command staff. The Chief of Police and members of the commanded staff must have reliable vehicles in order to ensure effective day-to-day and after-hours response to work demands, critical incidents and other emergencies.

RECOMMENDATION

Staff recommends the purchase of a 2023 Ford Explorer ST SUV and 2023 Dodge Durango Pursuit SUV from Carville Chrysler Dodge Jeep Ram, which are available for immediate delivery.

PROCUREMENT PROCESS

APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT ADMINISTRATION DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT

March 19, 2024

Page 2 of 3

Staff recognizes the City's usual procurement process requires three bids for a purchase of this nature. Vendors have communicated a vehicle inventory shortage of police-rated vehicles throughout the country, with recent labor actions causing delays in receiving vehicles. To underscore this issue, staff conducted a thorough nationwide search for readily available inventory for immediate delivery and Carville Chrysler Dodge Jeep Ram in Tennessee has a limited supply of in-stock inventory.

Huntington Park Municipal Code 2-5.14 / Sole Source Vendors provides the following purchasing guidance; *"Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases."*

Additional costs outlined below are associated with the installation of associated technology and emergency response equipment for the police units.

FISCAL IMPACT/FINANCING

The total expenditure for this item is not to exceed \$149,025 to be drawn from account number 111-7010-421.74-11. These funds are approved in the current FY 23-24 General Fund budget.

Item	Base cost per vehicle
Vehicle 1 – 2023 Ford Explorer ST	\$63,625
Vehicle 2 – 2023 Dodge Durango Pursuit	\$44,400
Emergency Equipment	\$41,000 (\$20,500 per vehicle - not to exceed)
Total: \$149,025	

Fully itemized quotes are included for review.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

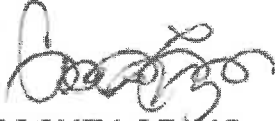


RICARDO REYES
City Manager

**APPROVE THE PURCHASE OF TWO POLICE DEPARTMENT ADMINISTRATION
DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT**

March 19, 2024

Page 3 of 3



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Carville Chrysler Dodge Jeep Ram Quote – 2023 Ford Explorer ST
- B. Carville Chrysler Dodge Jeep Ram Quote – 2023 Dodge Durango Pursuit

ATTACHMENT "A"

CARVILLE *Can!*

CHRYSLER DODGE JEEP RAM | GREENEVILLE, TN



QUOTE

Date: 02/24/24

QUOTE FOR HUNTINGTON PARK POLICE

2023 FORD EXPLORER ST - \$63,625 PER UNIT DELIVERED

ABOVE PRICING INCLUDES A 60 DAY TEMP TAG

Payment may be made out to and overnighted to the below or paid upon pickup:

Carville Chrysler Dodge Jeep Ram
300 Bachman Drive
Greeneville TN 37745

Any Questions or concerns please contact:

Carl Reinhart
Carl Reinhart
Owner
Carville Chrysler Dodge Jeep RAM
(o) 423-639-4111
(d) 717-471-8108

ATTACHMENT "B"



QUOTE

Date: 02/22/24

QUOTE FOR HUNTINGTON PARK POLICE

2023 DODGE DURANGO PURSUIT V8 AWD - \$44,400 PER UNIT DELIVERED

ABOVE PRICING INCLUDES A 60 DAY TEMP TAG

Payment may be made out to and overnighted to the below or paid upon pickup:

Carville Chrysler Dodge Jeep Ram
300 Bachman Drive
Greeneville TN 37745

Any Questions or concerns please contact:

Carl Reinhart
Carl Reinhart
Owner
Carville Chrysler Dodge Jeep RAM
(o) 423-639-4111
(d) 717-471-8108

ITEM 10



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 19, 2024

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO RENEW AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve and renew the City-County Municipal Services Agreement with Los Angeles County Department of Animal Care and Control; and
2. Authorize the City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Huntington Park Animal Enforcement Officers (ACO's) provide consistent animal care and control services, as well as pro-active animal enforcement patrols to the community. On an annual average, ACO's log over 1,100 calls for service resulting in the need for animal care and shelter services. The Los Angeles County Department of Animal Care and Control (County DACC) is the largest provider of animal care and shelter service in the Southeast region of Los Angeles.

FISCAL IMPACT / FINANCING

There is no budgetary impact associated with the approval of this specific item. Council is only approving the City-County Municipal Services Agreement at this time. The service level and billing rates will be presented to Council for consideration at a future time. County DACC has indicated the service level and billing rates proposal will be provided prior to the end of FY 23-24.

LEGAL / AGREEMENT CONSIDERATIONS

AUTHORIZATION TO RENEW CONTRACT AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

March 19, 2024

Page 2 of 2

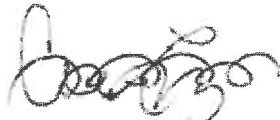
The included Agreement proposal is for a term of 5-years, beginning July 1, 2024 and ending June 30, 2029. The Agreement includes a termination clause which the City can exercise at any time with 60-day notice to County DACC. The expanded Agreement is included for complete review.

CONCLUSION

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



RICARDO REYES
Acting City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. City-County Municipal Services Agreement (Draft)
- B. Description of Services

ATTACHMENT A

COUNTY OF LOS ANGELES

DEPARTMENT OF ANIMAL CARE AND CONTROL DESCRIPTION OF SERVICES

I. ~~Animal Care Services~~

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license

enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

ATTACHMENT "B"

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT TABLE OF CONTENTS COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF HUNTINGTON PARK

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF HUNTINGTON PARK

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF HUNTINGTON PARK ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Bradley Kim
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

For electronic notices:

BKim@animalcare.lacounty.gov

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF HUNTINGTON PARK

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director
Department of Animal Care and Control

Date _____

CITY OF HUNTINGTON PARK

By _____
City of Huntington Park, City Manager

Date _____

ATTEST:

By _____ Date _____
City Clerk

By _____ Date _____
City Attorney

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
David Beaudet
Senior Deputy, County Counsel

Date _____

ITEM 11



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

March 19, 2024

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

Dear Mayor and Members of the City Council:

COMMISSIONS VACANCY UPDATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file report regarding current and upcoming Commission vacancies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with the County of Los Angeles the City of Huntington Park held elections on March 5, 2024 for three (3) full term and one (1) unexpired term on the City Council. The results of the March 5th primary election will result in vacancies on certain city commissions. The City Clerk has also received notification from some current commissioners that they will be stepping down from their commission appointment. Attachment "A" identifies commissions that will be affected by the election results and recent resignations.

City Council members should consider all factors prescribed in guidelines of conduct on resolution 2015-19 when appointing or re-appointing a city commissioner including:

- Regular in person attendance.
- Terms of office.
- Purpose and Organization.

FISCAL IMPACT

No fiscal impact resulting from this report.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicants of the nominations.

COMMISSION VACANCIES

March 19, 2024

Page 2 of 2

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 'Eduardo Sarmiento', with a stylized, flowing script.

EDUARDO SARMIENTO

City Clerk

ATTACHMENT(S)

A. City Commission Vacancy Update Sheet

B. Resolution 2015-19

ATTACHMENT “A”

Huntington Park held elections on March 5, 2024 for three (3) full term and one (1) unexpired term on the City Council. The results of the March 5th primary election will result in vacancies on certain city commissions. The City Clerk has also received notification from some current commissioners that they will be stepping down from their commission appointment. Below is a list of commissions that will be affected by the election results and recent resignations and will require action by City Council members.

Planning Commission

Name:	Appointed By:	Action Required:
Angelica Montes	Marilyn Sanabria	New appointment required
Erica Nuno	Eddie Martinez	New appointment required
Jonathan Sanabria	Graciela Ortiz	New appointment required
Ricardo Barba-Ochoa	Arturo Flores	Requires reappointment
Eduardo Carvajal	Karina Macias	No action needed

Civil Service Commission

Name:	Appointed By:	Action Required:
VACANT	Marilyn Sanabria	New appointment required once new councilmember is seated
Manuel Morado	Eddie Martinez	New or Re-appointment required
Lorena Valenzuela	Graciela Ortiz	New or Re-appointment required once new councilmember is seated
VACANT	Arturo Flores	Appointment required
Guillermo Flores	Karina Macias	No action needed

Health and Education Commission

Name:	Appointed By:	Action Required:
Ebony Batiste	Marilyn Sanabria	New or re-appointment once new councilmember is seated
Iliana Baltazar	Eddie Martinez	New or re-appointment required
Ana Garsia	Graciela Ortiz	New or re-appointment once new councilmember is seated
Liselda Fabian	Arturo Flores	New or re-appointment required
Efrin Martinez	Karina Macias	New appointment needed

Historic Preservation Commission

Name:	Appointed By:	Action Required:
Kathy Gaytan	Marilyn Sanabria	New or re-appointment once new councilmember is seated
VACANT	Eddie Martinez	New or re-appointment required
Wally Shidler	Graciela Ortiz	New or re-appointment once new councilmember is seated
Judith Rosales	Arturo Flores	New appointment required
Efrin Martinez	Karina Macias	New appointment needed

Parks and Recreation Commission

Name:	Appointed By:	Action Required:
Betty Davis-Gonzalez	Marilyn Sanabria	New or re-appointment once new councilmember is seated
Emily Cortez	Eddie Martinez	New or re-appointment required
VACANT	Graciela Ortiz	New or re-appointment once new councilmember is seated
Michelle Ybarra	Arturo Flores	New or re-appointment required
Edgar Gordillo	Karina Macias	New appointment needed

Youth Commission

Name:	Appointed By:	Action Required:
Alanis Rodriguez & Joel Palma	Marilyn Sanabria	New appointment once new councilmember is seated
VACANT & VACANT	Eddie Martinez	New appointment required
Kelly Martinez & VACANT	Graciela Ortiz	New appointment once new councilmember is seated
Kiarra Sandoval & Francisco Mares	Arturo Flores	New or re-appointment required
Joanna Ramos & Brandon Valdez	Karina Macias	No action needed

ATTACHMENT "B"

RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ADOPTING REVISED RULES, METHOD OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR PROVISIONS IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

- Planning Commission
- Civil Service Commission
- Parks and Recreation Commission
- Health and Education Commission
- Historic Preservation Commission
- Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

8 Commission members may be removed from their appointment due to
9 disqualification as provided for in this Resolution or upon the sole decision by the
10 Councilmember who appointed that Commissioner. All appointments or removal of
11 Commissioners shall occur at an open meeting of the City Council. If removal of a
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
address on file with the City.

12 **SECTION 4: Term of Office.**

13 Each Commissioner's term shall be for a period of four years, unless removed
14 by the appointing Councilmember or as a result of disqualification as set forth herein.
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which
16 exceeds the time in office for the Councilmember appointing that Commissioner. In
17 the event that the appointing Councilmember completes his or her term, vacates their
18 office or otherwise is no longer holding office, the term of the Commissioner appointed
by said Councilmember shall end. However, nothing contained in this section shall
prevent another Councilmember or the new Councilmember from appointing the
individual back to the same Commission or to a different Commission.

19 **SECTION 5: Vacancy Due to Disqualification.**

20 When a member no longer meets the qualifications for the Commission, the
21 member is therefore disqualified, and the office shall thereupon become vacant.

22 **SECTION 6: Vacancy.**

23 If for any reason a vacancy occurs, it shall be filled by appointment by the
24 member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

25 **SECTION 7: Quorum.**

26 A majority of the total number of members of the Commission shall constitute a
27 quorum for the transaction of business, but a lesser number may adjourn from time to
28 time for want of quorum and until a quorum can be obtained.

1 **SECTION 8: Purpose.**

2 The purpose, duties and responsibilities of each Commission shall be
3 established by the City Council by ordinance and codified in the Huntington Park
4 Municipal Code.

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff
liaisons shall act as the conduit for all communications to the City Council.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
13 held on such holiday, but shall be held at the same hour on the next succeeding day
14 thereafter which is not a holiday. All meetings of the Commission shall be open and
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing
open public meetings. The Commission shall adopt its own rules for the transaction of
its business and keep a record of resolutions, findings and recommendations and
actions voted upon. A report of each meeting of the Commission shall be given to the
City Council.

16 **SECTION 11: Termination of Commission.**

17 Termination of the Commission shall be done at the will and vote of the City
18 Council.

19 **SECTION 12: Compensation.**

20 Commission member compensation shall be set by resolution of the City
21 Council.

22 **SECTION 13: Commission Handbook.**


23 All Commission Members must adhere to the provisions contained and
24 referenced in the City of Huntington Park Commission Handbook as approved by the
City Council.

25 **SECTION 14:**

26 The City Clerk shall certify to the adoption of this Resolution.
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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

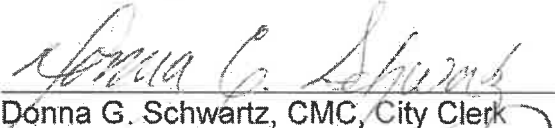
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz, Mayor Macias

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezcuita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.


Donna G. Schwartz, CMC, City Clerk

ITEM 12



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

March 19, 2024

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL FOR RENEWAL OF LICENSE AGREEMENT
WITH HARBOR AREA FARMERS MARKETS TO TAKE PLACE AT SALT LAKE
PARK FROM 2024 - 2026**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve renewal of license agreement with Harbor Area Farmers Markets for usage of Salt Lake Park from 2024 – 2026; and
2. Authorize City Manager to execute Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A license agreement has been prepared to renew and approve the Harbor Area Farmers Market for usage of the Salt Lake Park parking lot for an additional 2 years. The parking lot is located immediately east of the Recreation Center in Salt Lake Park – 3401 E. Florence Avenue. Harbor Area Farmers Market will use the lot to conduct their certified Farmer's market every Wednesday from 8:30am - 1:30pm from May 17, 2024 through May 17, 2026.

The Harbor Area Farmers Market, an agency of the South Coast Interfaith Council, has communities with access to organic produce since 2003. Their services have aligned with and supported Huntington Park's commitment to creating opportunities for the community to access healthier food options within the City.

FISCAL IMPACT/FINANCING

There will be no impact to the general fund because of this action. If approved, the agreement will require the Harbor Area Farmers Market to pay to the city an amount equal to 1% of total income or \$75 per operating day, whichever total amount is greater. On average, the farmers' market will pay the City \$3,900 per year.

**CONSIDERATION AND APPROVAL FOR RENEWAL OF LICENSE AGREEMENT
WITH HARBOR AREA FARMERS MARKETS TO TAKE PLACE AT SALT LAKE
PARK FROM 2024 - 2026**

March 19, 2024

Page 2 of 2

All revenue will be entered into the Rent & Concessions account #111-0000-362.10-00.

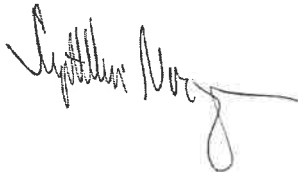
CONCLUSION

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 'Cynthia Norzagaray', with a stylized, flowing script.

CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. License Agreement to use Salt Lake Park
- B. Harbor Area Farmer's Market Insurance
- C. Huntington Park Business License

ATTACHMENT "A"



LICENSE AGREEMENT TO USE SALT LAKE PARK

This Agreement is made and entered into this 19th day of March, 2024, between the City of Huntington Park ("City") and the Harbor Area Farmers Markets, an agency of the South Coast Interfaith Council, a California non-profit corporation ("Licensee"). City hereby grants Licensee a non-exclusive revocable license ("the License") to use, on a weekly basis, the parking lot along the third base line of the ball diamond immediately east of the Recreation Center in Salt Lake Park, on the terms and conditions stated below, pursuant to existing actions of the City Council of the City of Huntington Park.

- 1) **TYPE OF USE** - Licensee shall use the parking lot for the sole purpose of conducting a Certified Farmers Market, and for no other purpose. All sales stalls and market area shall be located in the above-described parking lot.

Each seller at the market shall be regulated by and conform to all applicable regulations in Title 3, Article 6.5 of the California Code of Regulations and subsequent amendments thereto, and other applicable regulations and laws of the State of California, the County of Los Angeles, and the City of Huntington Park.

In its use of Salt Lake Park, Licensee and sellers shall not in any manner interfere with or impede persons holding local area vending permits. In addition, Licensee and sellers shall not interfere with or impede access for emergency vehicles.

- 2) **TIME OF USE** - Licensee shall be permitted to use the designated parking lot on Wednesdays between the hours of 8:30 am and 1:30 pm for sales. Setup for the market shall take place between 6:30 and 8:30 am, and breakdown shall take place between 1:30 and 2:30 pm. Licensee has an option to modify hours during the 2022 summer due to the Covid19 pandemic between 7:00 am and 12:00 pm for sales. Setup for modified hours shall take place between 5:00 am 7:00 am, and breakdown shall take place between 12:00 pm and 1:00 pm. At the end of the day, the market area shall be free from all equipment, debris, trash or any other items associated with the event. Failure to abide by said hours of operation or any of the above-mentioned conditions shall be considered a violation of this Agreement and grounds for its revocation.
- 3) **MARKET COMPOSITION** - The Licensee shall be required, at a minimum, to provide on a weekly basis at least 12 vendors on each market day. The target composition of the market shall be as follows: 70% shall be dedicated to the sale of produce, and 30% shall be

dedicated to the sale of other specialty ("Non-Ag") items such as seafood, popcorn, hot food, baked goods and other pre-packaged foods. Crafts and industrial items are not included.

- 4) **EXTENSION TERM** - The extension term of this License agreement is for two years commencing on May 17, 2024, and terminating May 17, 2026. At the City's sole and absolute discretion, the term may be extended for up to two years at a time. Prior to any such extension, an annual review shall be conducted by the Huntington Park Parks & Recreation Department.
- 5) **REVOCATION, SUSPENSION FOR CAUSE** - This License Agreement may be immediately revoked or suspended by the City of Huntington Park at any time that it is determined that the Licensee or any seller has violated any condition or requirement of this Agreement or any applicable code, law, rule or regulation, or that the City has evidence of unfair or bad faith dealing with the public by Licensee or any seller or of any other action adversely affecting the health, welfare or safety of the public.
- 6) **COMPLIANCE** - Licensee shall comply with all City, State and Federal laws, regulations, rules, codes and instructions from the City relating to the use of the parking lot. Notwithstanding anything to the contrary herein, failure to do so may result in immediate revocation or suspension of this Agreement. Licensee shall meet all requirements of the California Health and Safety Code Sections 114345 through and including 114351.
- 7) **PERMITS, LICENSES AND TAXES** - Licensee and sellers shall obtain, pay for and carry or display, as required, all permits or licenses required by law, regulation or code for the operation of a Certified Farmers Market, including but not limited to any permits required by the City, the Fire Marshall, or the Los Angeles County Health Department, including business licenses and health permits. Licensee and sellers shall produce said permits or licenses for inspection upon request of any police officer or other authorized representative of the City. In addition, Licensee shall pay all taxes which may be levied including possessory interest taxes.
- 8) **NUISANCES** - Licensee and sellers shall not use the parking lot or sell any item in any manner that will create a nuisance or unreasonable annoyance to the public. Licensee shall maintain the market area in a safe, clean, wholesome, and sanitary condition free from trash, garbage, rubbish or litter. No substance constituting a fire hazard or material detrimental to the public health shall be permitted or allowed to remain in the market area.
- 9) **INSPECTIONS** - The City shall have the right to inspect the market area at any time for the purpose of determining whether the market is being conducted in compliance with the requirements of this Agreement, and the

applicable laws, regulations, codes or instructions. Licensee shall not hinder, impede, interfere with or obstruct any such inspection.

- 10) **TERMINATION** - Notwithstanding anything herein to the contrary, either party may terminate this Agreement without cause upon giving the other party written notice thirty (30) days prior to termination.
- 11) **IMPROVEMENTS** - Licensee and sellers shall not install, erect or maintain any permanent structure or improvements without the prior written consent of the City, which consent may be withheld at the City's sole discretion. Any such structures or improvements erected by the Licensee and any seller shall become the property of the City upon the revocation or termination of this Agreement. During the term of this Agreement, Licensee and sellers shall be responsible for maintenance of such improvements.
- 12) **DISCRIMINATION POLICY** - Licensee and sellers shall not discriminate against any seller, employee, applicant for employment, invitee or business visitor, or in the sale of items, on the basis of age, sex, sexual orientation, medical condition including AIDS or AIDS-related conditions, marital status, race, color, religion, national origin, disability, handicap or any other reason related to a person's basic human identify.
- 13) **INSURANCE** - Licensee shall obtain and maintain at Licensee's expense for the duration of this Agreement, from an insurance company that is admitted to write insurance in California and that has a rating of at least A:VIII in Best's Insurance Guide:
 - A) Comprehensive general liability insurance, including products, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence or Two Million Dollars (\$2,000,000) general aggregate. The entity constituting the City, its officials, employees and agents, shall be named as additional insureds on such policy with respect to liability arising from the use of the parking lot area or the sale of produce and other market products by Licensee, its volunteers, permittees, representatives, agents, employees and officers. Said insurance shall be primary and not contributing, shall contain a cross-liability endorsement, and an endorsement requiring a sixty (60) day written notice to the City prior to cancellation. Such insurance shall be written on an occurrence basis.
 - B) Workers Compensation insurance as required by the CA Labor Code.
 - C) Automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

Licensee shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form. Insurance required herein shall not be deemed to limit Licensee's liability under this Agreement. The City reserves the right to require complete certified copies of all policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the party affected by such waiver.

- 14) **INDEMNIFICATION** - Licensee shall defend, indemnify and hold harmless the City, its officials, employees and agents, from and against any and all claims, demands, damages, losses, liability, causes of action, costs and expenses (including reasonable attorneys' fees incurred by the indemnified party with respect to counsel of its choice) of any kind or nature whatsoever arising or resulting from the alleged acts or omissions of Licensee, its officers, employees, permittees, agents, volunteers, invitees or business visitors connected with the use of the parking lot areas and the sale of items thereon or otherwise arising from the existence or operation of the farmers' market of this Agreement.
- 15) **CUSTOMER PARKING** - Licensee is hereby granted the use of the other nearby parking lots in Salt Lake Park (other than the one the market is on) for the purpose of providing parking space for market customers. Customers shall also be allowed to park in all legal spaces along the curbs of streets in the Park area. Licensee understands that all parking lots, especially including the parking lot just to the west of the Recreation Center, may occasionally be reserved for special events at the complete discretion of the Parks and Recreation Department.
- 16) **NON-RESPONSIBILITY** - The City shall not be responsible for and Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood, burglary, vandalism, or any other cause of any of Licensee's or sellers' produce, supplies, equipment and other property or any personal injury suffered in, on, or about the market area, except to the extent caused by the City's gross negligence or willful misconduct.
- 17) **NO TITLE** - Licensee acknowledges that, by this Agreement, Licensee and sellers do not acquire any right, title, or interest of any kind in the market parking lot area. The City shall have and retain absolute and full control of the entire Salt Lake Park area utilized by the market and its customers.
- 18) **MAINTENANCE** - Licensee shall at their own cost and expense provide all supplies, materials and equipment necessary for the market, and shall maintain the area in a clean and safe condition at all times. Licensee shall clean the entire area of market use, including the market parking lot, the

customer parking lots, and the surrounding park area, by 2:30 pm after each market day. Licensee shall be liable for any and all loss, injury or damage to City property resulting from the use of Park area by the Licensee, sellers and their employees, agents, invitees, business visitors and customers.

- 19) **ASSIGNMENT** - Licensee shall not assign this Agreement without the written consent of the City, nor shall Licensee in any manner transfer or convey or grant any of the rights or privileges granted herein without said written consent, which may be granted or withheld at the City's sole discretion. Licensee shall not underlet or sublet any portion of Salt Lake Park or allow the same to be used or occupied by any other person or entity for any other use than specified above. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically without prior notice upon any assignment, transfer, conveyance or grant in violation of this section.

- 20) **NOTICE** - Any notice required or desired hereunder shall be in writing and personally served or deposited in the US Postal Service, certified, return receipt, postage prepaid, to the Parks & Recreation Department of the City of Huntington Park at 3401 East Florence Ave., Huntington Park, CA 90255; and to the Harbor Area Farmer's Market, and South Coast Interfaith Council, 759 Linden Avenue, Long Beach, CA 90813.

Change of address shall be given in the manner provided for notices. Notice shall be deemed received on the date shown on the certified receipt, or on the date personal service is obtained, whichever occurs first.

- 21) **UTILITIES** - The City shall be responsible for providing water and electricity necessary for the operation of the market. It is understood that the market's needs are minimal and, unless otherwise agreed by the parties in writing, include only a faucet for tap water and the electricity needed to provide light in City-owned toilet facilities, which will be open and available to both customers and sellers during the time of market setup, operation and breakdown (from 7:30 am to 2:30 pm).
- 22) **POLLUTION DISCHARGE** - Licensee shall be responsible for ensuring that the market is operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- 23) **FEES** - Licensee agrees to pay to the City at the close of each calendar month in which market business occurs an amount equal to 1% of the total market income for each market day of that month, or the sum of \$75 (Seventy-Five Dollars) for each market day, whichever is more. This fee shall be judged in arrears on the last day of the following month.

- 24) **SIGNAGE** - Licensee may set out signage sufficient to advertise the existence of the market; provided that (i) Licensee shall provide to the Director of Parks & Recreation (the "Director") or her designee a written description and/or depiction of the intended signage and its proposed location and length of use prior to setting out, (ii) Licensor shall have the right to approve/disapprove any signage proposed by Licensee, (iii) all costs and expenses associated with designing, permitting, constructing, setting out and maintaining the signage shall be borne exclusively by Licensee, and (iv) Licensee shall maintain all approved signage in good condition and repair. Utilization of the Parks & Recreation Department's monument sign in front of the Recreation Center may also be allowed at the City's sole discretion. All signage set out, displayed or utilized must conform to the City's Sign Ordinance and be approved in writing by the Director or her designee. The Director or her designee maintains the right to request the removal any signage upon five (5) days notice, regardless of whether the signage had been approved. If the signage is not removed within five (5) days, the Director or her designee may remove said signage,
- 25) **RESTORATION OF CITY PROPERTY** — Licensee shall leave the City Property in the same condition it was in prior to the Farmer's Market. City reserves the right to inspect the City Property at any time. Licensee shall be liable for the cost of any repairs the City Manager determines are necessary to restore the City Property to the condition it was in prior to the Farmer's Market.
- 26) **ENTIRE AGREEMENT OF THE PARTIES** - This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the Licensee's and City's duties, responsibilities, and obligations hereunder and contains all of the covenants and agreements between the parties with respect to the Farmer's Market. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto.
- 27) **WAIVER OF BREACH** - No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence

therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

IN WITNESS THEREOF, the parties below have executed this License Agreement on the date and year first hereinabove written.

SOUTH COAST INTERFAITH
COUNCIL, a California non-profit
Corporation dba Harbor Area Farmers
Market

DocuSigned by:

996BAE062C5D478... 2/26/2024
By: _____
Kelli Johnson
Market Manager

CITY OF HUNTINGTON PARK
a Municipal Corporation

By: _____
Ricardo Reyes
City Manager

ATTEST:

By: _____
Eduardo Sarmiento, City Clerk



ATTACHMENT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 500 N. Brand Blvd, Suite 100 Glendale CA 91203	CONTACT NAME: Danielle Donohue PHONE (A/C, No, Ext): 818.539.8605 FAX (A/C, No): 818.539.8705 E-MAIL ADDRESS: Danielle_Donohue@ajg.com
INSURED South Coast Interfaith Council 759 Linden Avenue Long Beach, CA 90813-4501	INSURER(S) AFFORDING COVERAGE INSURER A : NOVA Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 0726293 SOUTCOA-14	NAIC # 42552

COVERAGES

CERTIFICATE NUMBER: 1487309872

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CF1ML1000043506	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CF1ML1000043506	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CF1-UM-10000809-01	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Park, its officers, officials, employees, and volunteers are named additional insured with respect to the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**City of Huntington Park
6550 MILES AVENUE
HUNTINGTON PARK CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF HUNTINGTON PARK, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND
VOLUNTEERS ARE NAMED ADDITIONAL INSURED WITH RESPECT TO THE
OPERATIONS OF THE NAMED INSURED.

6550 MILES AVE

HUNTINGTON PARK, CA 90255-4338

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

ATTACHMENT "C"

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Penult NO 24-00017100
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		Amount Paid 102.00	State License Number 4077556534
LICENSE NOT TRANSFERABLE		BOFE NO	Business License Number 24-00017100
Type of Business	CERTIFIED FARMERS MARKET		Account Number 0012735
Business Location	759 LINDEN AVE		License Stamp / Tag
Business Name	HARBOR AREA FARMERS MARKET		License Valid From
Owner Name	SOUTH COAST INTERFAITH COUNCIL		License Expires September 30, 2024
Mailing Address	525 E 7TH STREET A 208 LONG BEACH CA 90813		Date Issued September 28, 2023

CITY OF HUNTINGTON PARK
BUSINESS LICENSE OFFICE

By _____

"Issuance of this City business license does not
preclude you from compliance with local,
state, and federal laws, codes, and regulations"

ITEM 13



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 19, 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 AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Approve a Resolution authorizing the PLHA Plan; and
3. Authorize the City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
4. Authorize City staff to electronically submit the PLHA Application to the California Department of Housing and Community Development, California Service-Now Portal (CSP).

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 AND APPROVAL OF RESOLUTION AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN

March 19, 2024

Page 2 of 3

- ☐ 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 of which 5% is allocated for administrative costs.

Eligible activities the City has applied for include:

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.

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 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).

CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN

March 19, 2024

Page 3 of 3

FISCAL IMPACT/FINANCING

The City applied for PLHA funding in the amount of \$2,686,264 and is requesting the approval of the Resolution for the PLHA Plan and application.

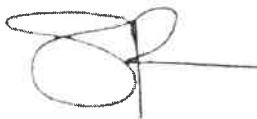
CONCLUSION

Staff recommends the City Council approve the Permanent Local Housing Allocation (PLHA) Resolution for the Application and Plan. The Plan proposes to provide funding to create affordable housing for low- and moderate-income residents of the City of Huntington Park. A public notice was posted for a ten (10) day period to allow for public comment.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S):

A. PLHA Resolution

ATTACHMENT “A”

Resolution No. 2024-XX

AUTHORIZING RESOLUTION OF THE CITY OF HUNTINGTON PARK

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

All of the council members of the City of Huntington Park hereby adopt the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS the City of Huntington Park is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA (\$3,910,068) in accordance with all the applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. If applicable: Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
6. If applicable: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
9. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
10. The Community Development Director is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Huntington Park this 5th day of March 2024, by the following vote:

AYES: XX ABSTENTIONS: XX NOES: XX ABSENT: XX

Signature of Approving Officer: _____
Marilyn Sanabria, Mayor

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Eduardo Sarmiento, does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Huntington Park City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Eduardo Sarmiento, City Clerk