

CITY OF HUNTINGTON PARK

City Council Special Meeting Agenda Tuesday, January 17, 2017

4:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezquita
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

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of 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 Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezquita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Clemente v. City of Huntington Park
2. LIABILITY CLAIM- [three potential matters] Government Code Section 54956.95
Claimants: Angela Abrego, Pedro Serrano and Estate of Vicente Gonzales
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association (POA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be 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.

OFFICE OF THE CITY CLERK

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

- 1-1 Regular City Council Meeting held Tuesday, December 20, 2016;
- 1-2 Special City Council Meeting held Thursday, January 5, 2017; and
- 1-3 Special City Council Meeting held Friday, January 6, 2017.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s):

- 2-1 Dated January 3, 2017; and
- 2-2 Dated January 17, 2017.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. Resolution Amending Resolution No. 2016-15, Adopting an Order of Business at City Council Meetings, and Establishing Council Communications Time Limits

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Adopt Resolution No. 2017-01, Amending Resolution No. 2016-15, Adopting an Order of Business for City Council Meetings, and Establishing Council Communications Time Limits.

REGULAR AGENDA (Continued)

OFFICE OF THE CITY ATTORNEY

4. **Ordinance Amending the City of Huntington Park Municipal Code, Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review amendment to the City of Huntington Park Municipal Code (HPMC);
2. First reading, waive further reading and introduce Ordinance No. 2017-956, Amending the City of Huntington Park Municipal Code, Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments; and
3. Schedule the second reading and adoption of said Ordinance for the February 7, 2017, City Council Meeting.

OFFICE OF THE CITY CLERK

5. **Approve Contract Services Agreement with Carl Warren & Company for Third Party Administration Services for General Liability Claims**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract services agreement with Carl Warren & Company for third party claims administration services; and
2. Authorize the City Manager to execute the agreement.

FINANCE

6. **Authorization to Use Committed Fund Balance and Funds of the Huntington Park Public Financing Authority to Satisfy the Final Arbitrage Rebate and Yield Reduction Payment in Connection with the Issuance of \$55,875,000 Huntington Park Public Financing Authority (HPPFA) Refunding Revenue Bonds, 2004 Series A**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the use of committed fund balance for the payment of \$1,733,840.30 to the Internal Revenue Service (the "Service"). This payment, equal to one hundred percent (100%) of the yield reduction liability due to the Internal Revenue Service (the "Service") based on the computation period of June 17, 2004 through December 9, 2016 will be made prior to February 7, 2017.

REGULAR AGENDA (Continued)

PUBLIC WORKS

7. Authorize the Execution of Grant Agreement, Advertisement of Bid Package, and Appropriation of Funds for the Metro Rapid Station Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager or designee to execute the grant funding agreement;
2. Authorize Staff to proceed with advertising the Notice Inviting Bids for purchase and installation of Metro Rapid Bus Shelters, lighting, benches, and trash receptacles; and
3. Approve appropriation of \$125,000 for Fiscal Year (FY) 16/17 to account 220-8010-431.73-10 and authorize the Finance Director to make necessary adjustment to City Budget.

8. Resolution Authorizing the Acceptance and Execution of an Agreement with Caltrans for the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-02, Authorizing the Acceptance of the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project;
2. Authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation; and
3. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of ten percent of the project budget.

9. Select and Approve Award of Contract for Consulting Services for Preparation of an American with Disabilities Act (ADA) Transition Plan

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award a professional services contract to Owen Group, Inc. in an amount not to exceed \$94,960 for Consulting Services to Prepare an Americans with Disabilities Act Transitional Plan in accordance with the American with Disabilities Act (ADA);
2. Authorize the City Manager or designee to execute the Contract.

REGULAR AGENDA (Continued)

COMMUNITY DEVELOPMENT

- 10. Approve a Contract with Alfredo De La Torre Construction for Work Related to the City's Lead Based Paint Hazard Control Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount not to exceed \$15,100 to perform work related to the City's Lead Based Paint Hazard Control Program; and
2. Authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount.

- 11. Approve a Contract with JK Construction to Perform Work under the City's HOME Residential Rehabilitation Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with JK Construction in an amount not to exceed \$44,725 to perform eligible work under the City's HOME Residential Rehabilitation Program; and
2. Authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount.

- 12. Update on the Exide Residential Cleanup Project – Draft Cleanup Plan and Draft EIR Information Session**

- UPDATE ONLY -

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

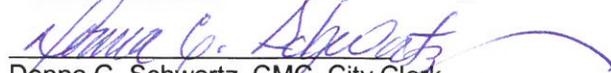
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 7, 2017, at 6:00 P.M.

I, Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 12th of January, 2017.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, December 20, 2016

Sergeant at Arms read the Rules of Decorum before the start of the Special Meeting of the Huntington Park Public Financing Authority.

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, December 20, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezquita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Sergio Infanzon, Community Development Director; Daniel Hernandez, Public Works Director and Donna Schwartz, City Clerk. ABSENT: Martha Castillo, Human Resources Director.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eduardo Luna Vivas from Miles Avenue Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Eduardo Luna Vivas for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition" to City of Huntington Park's Code Enforcement Officer Enrique Mendez on his Retirement.

Council presented the Mayor's Holiday Awards to the "Best Decorated Home" for "Best Display," "Originality," "Holiday Spirit" and "Creativity" winners. Mayor's Holiday Awards also went out to "Best Decorated Apartment Balcony" and "Best Decorated Neighborhood" winners.

Carlos Mancia, volunteer coach, presented a framed jersey to Mayor Ortiz for implementing the City of Huntington Park's Girls Softball Program

At 6:42 p.m. Mayor Ortiz RECESSED back to the Public Financing Authority Special Meeting.

At 6:52 p.m. Mayor Ortiz RECONVENED back to the City Council Regular Meeting with all Council Members present.

PUBLIC COMMENT

1. Jose Albarca, International Soccer, spoke in regards to using the soccer fields.
2. Fernando Cole, Bank Manager, Bank of Hope, concerned with trash and vagrants being an issue in the parking lot and asked the city to do something.
3. Eduardo Villa, spoke in regards to residents being notified of the "Rethink Randolph Initiative" feels city could have done more to notify the residents.
4. Nancy Carina Herrera, feels there could have been more Huntington Park representatives at the "Rethink Randolph Initiative" meeting and notification for the residents and asked about city funds.

5. Rodolfo Cruz, commented on various issues: a comment made at the last meeting regarding city funds, the need for more police officers, .21 percent tax, trash throughout the city, and city obligation payments.
6. Antonino Padilla, questioned communication amongst the council, commented on agenda item 10, commented on mailers that were sent out and on the previous city project of curb painting of addresses.
7. Francisco Rivera, spoke in regards to trash on Pacific Boulevard and notifying the city, thanked the city for a nice holiday parade, thanked those who are repainting bus stops, likes nice things in the community, mentioned long lines of kids to see Santa Claus, opposed to marijuana dispensaries in the city, noted trash on Saturn and Zoe and between Pacific Boulevard and Rita Avenue, thanked Council Member Pineda for mentioning in a newspaper the issue of illegal dumping in the city.
8. Robin Hvidston, noted a lot of trash in the city and to get citizens to stop, feels there should be an action to stop unnecessary trash, asked to resend commissioners and appoint two citizens, asked to do the right thing and have all citizens on commissions.
9. Janet West, commented on the minutes and asked for a more accurate presentation of what she said, commented on agenda item 8, grants and funds, keeping two illegals on commissions and grant monies not being granted.
10. Arthur Schaper, spoke in opposition to council, commented on newly elected president, justice for Americans being killed, the two illegals on commissions, sanctuary cities, funding being cut, and remarked "you're fired."
11. Raul Rodriguez Jr., commented on the invocation, noted requests for removing the two illegals, not doing the right thing, commented on his request for a forensic audit and issue not being addressed, read a list of un-Americans, spoke in opposition to council, asked to enforce the laws, and asked to use tax dollars on American citizens not illegals.
12. Wes Parker, stated he was pro trash, spoke in opposition to council, commented on illegals, sanctuary cities, and asked to remove illegal commissioners.
13. Vaughn Becht, read an article regarding homicides by illegals.
14. Mike McKoy, read an article regarding homicides by illegals, noted stats of homicides, and commented on sanctuary cities.
15. Valentin Palos Amezquita, congratulated Mayor Ortiz for initiating a girls softball program, commented on services for kids, kids paying a fee for soccer and feels kids shouldn't be charged to play on an open field, monies can go to parks and activities for the youth, spoke in support of charter schools, education and public schools, and wish city had a bigger vision.

STAFF RESPONSE

Mayor Ortiz asked City Manager Cisneros to follow up with Mr. Jose Albarca.

Mayor Ortiz asked City Manager and Chief Lozano to follow up with Fernando Cole, Bank Manager of Bank of Hope and to follow up with UPW regarding the trash bends.

Mayor Ortiz commented on the comments made regarding "Rethink Randolph Initiative" and stated that a meeting was held in Huntington Park and that Council Member Macias was in attendance and represented the City of Huntington Park also noting that one of the commissioners also sits on the advisory board and directed staff to add information regarding any meetings on the reader board.

Mayor Ortiz commented on Mr. Padilla's comment regarding mailers being sent out and clarified that these mailers were not sent out by the city but were paid privately by individual Council Members and are free to do so.

Mayor Ortiz clarified that the new Public Works Director Daniel Hernandez implemented the repainting of the bus stops as well as other projects.

Mayor Ortiz asked Vice Mayor Sanabria to explain the curb painting project. Vice Mayor Sanabria stated that the project was implemented one time for safety reasons to enable faster emergency responses. Anyone else asking for donations is not part of the city.

Mayor Ortiz asked Chief Lozano to follow up with Mr. Padilla regarding his address being painted.

Council Member Amezcua commented on the trash issue and feels code enforcement should go before the street sweeper.

CLOSED SESSION

At 7:46 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association (POA)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)

City of Huntington Park v. County of Los Angeles, et al.
L.A.S.C No. BC 547969
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)

California Charter Schools Association v. City of Huntington Park, et al.
(Case no. BS 166035)

At 8:47 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1-3. Item 1) no action was taken. Item 2) direction was given, no settlement agreement, nothing to report. Item 3) no action was taken nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, seconded by Vice Mayor Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

- AYES: Council Member(s): Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): Amezcua

OFFICE OF THE CITY CLERK

1. **Approved Minute(s) of the following City Council Meeting(s):**

COMMUNITY DEVELOPMENT

2. **Adopt Ordinance No. 2016-952, Amending Title 4, Chapter 7, Article 19 Entitled "Medical Marijuana Delivery" and Title 3, Chapter 1, Article 24 Entitled "Medical Marijuana Businesses" of the City of Huntington Park Municipal Code Relating to Medical Marijuana Dispensary and Cultivation Permits**

FINANCE

3. **Approved Accounts Payable and Payroll Warrants dated December 20, 2016**

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

4. **Authorization to Satisfy the Final Arbitrage Rebate and Yield Restriction Payment in Connection with the Issuance of \$55,875,000 Huntington Park Public Financing Authority Refunding Revenue Bonds, 2004 Series A**

City Manager Cisneros requested to receive and file the item at this time and introduced Interim Finance Director Jan Mazyck who gave a brief explanation.

Motion: Council Member Macias motioned to receive and file and to schedule a future study session or special meeting to discuss item, seconded by Vice Mayor Sanabria. Motion passed 5-0, by the following vote.

ROLL CALL:

- AYES: Council Member(s): Amezcuita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

5. **Approve a Lease with Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for Leasing of Copying Equipment for Huntington Park City Hall**

City Manager Cisneros introduced Interim Finance Director Jan Mazyck who presented the item.

Motion: Vice Mayor Sanabria motioned to approve a Master Premier Lease Agreement between Konica Minolta Business Solutions (KMBS) and the City of Huntington Park relating to copying equipment and related maintenance services for a period of five (5) years commencing in January, 2017 and authorize the City Manager to execute the lease, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

- AYES: Council Member(s): Amezcuita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

6. **Resolution Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters**

City Manager presented the item and introduced Community Development Director

Sergio Infanzon who provided the information.

Motion: Council Member Pineda motioned to change resolution to add supporting members not able to vote and to move City Manager to support staff, seconded by Mayor Ortiz.

Substitute Motion: Council Member Amezquita motioned to also add a community member from the business community. Substitute motion failed due to lack of a second.

Council Member Amezquita provided information of his experience, nominated himself and continued with his experience.

Vice Mayor Sanabria "**Called for the Question,**" seconded by Council Member Macias. Motion passed 4-1 to end the discussion/debate, by the following vote:

ROLL CALL:

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

Motion: Council Member Pineda motioned to change resolution to add supporting members not able to vote and to move City Manager to support staff and with those changes to adopt Resolution No. 2016-52, Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters and Appoint Graciela Ortiz, Karina Macias, Efen Martinez, as members of the Committee and two alternate members from the City Council, first alternate member Jhonny Pineda and the second alternate Marilyn Sanabria, seconded by Mayor Ortiz. Motion passed 4-1, by the following vote:

ROLL CALL:

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

HUMAN RESOURCES

7. Resolution Adopting the Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association (POA)

City Manager Cisneros presented the item.

Motion: Vice Mayor Sanabria motioned to approve the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, with the Huntington Park Police Officers' Association (POA), adopt Resolution No. 2016-56 Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2016-31 and approve additional budget appropriation of \$306,239 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

PUBLIC WORKS

8. Approve Award of Contract for the Pacific Boulevard Lighting and Beautification Project, Phase II

City Manager Cisneros presented the item and announced a protest by the second lowest bidder was received and appropriate response was sent deemed on specifications outlined on the bid packet.

Motion: Mayor Ortiz motioned to approve with modifications to the Amendment to change augmentation from Transtech to City's Public Works Director assisted by the Community Development Director to oversee the project due to conflict of interest, then to award contract to the lowest responsible, responsive bidder, Alfaro Communication Construction, Inc. which will accept this project and proceed with the work in accordance with the bid, authorize the City Manager or designee to execute the Contract, authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget and authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract and not to exceed 10% of the project budget, seconded by Vice Mayor Sanabria. Motioned passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

9. Resolution Authorizing City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors

City Manager Cisneros presented the item.

Motion: Mayor Ortiz motioned to appoint Vice Mayor Sanabria as the designee, adopt Resolution No 2016-53, Authorizing the City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors, authorize the City of Huntington Park's participation in the process of appointment of qualified individuals with technical expertise representing the water purveyors in the service area of the Central Basin Municipal Water District to its Board of Directors, authorize the City Manager or the City Manager's designee to vote in the Central Basin Municipal Water District Board elections for the appointed Directors' positions on behalf of the City and authorize the City Manager or the City Manager's designee to nominate a qualified individual with at least 5 years experience (pursuant to Section 71267 of the Water Code) to run, and if elected, hold office for a Board position on behalf of the City District, seconded by Council Member Macias. Motion passed 4-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita

10. Resolution Authorizing the Acceptance and the Execution of an Agreement with CalTrans for the Safe Routes to School (SR2S) Middleton Street Elementary School Project

City Manager Cisneros presented the item.

Motion: Mayor Ortiz motioned to adopt Resolution No. 2016-54, Authorizing the

Acceptance of the Safe Routes to School (SR2S) Middleton Street Elementary School Project, authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation and authorize the Finance Director to facilitate the necessary actions and adjustments to the City Budget as required, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

11. Approve List of Vehicles as Surplus and Authorization to Sell Via Auction

City Manager Cisneros presented the item and introduced Public Works Director Daniel Hernandez who provided the information.

Motion: Vice Mayor Sanabria motioned to approve the attached list of vehicles as surplus and authorize Public Works Department to sell via auction, seconded by Council Member Pineda. Motion passed 5-0, the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

12. Issuance of Revenue Bonds by the California Municipal Finance Authority to Assist in the Refinancing of Casa Rita Apartments, Located at 6508 Rita Avenue

City Manager Cisneros presented the item, announced Economic Development Manager Manuel Acosta, Anthony Stubbs, Municipal Finance Authority and Sean Baylor, Century Housing were in attendance for any questions.

Community Development Manager Sergio Infanzon briefed the Council on the item.

Public Comment

Mayor Ortiz opened the item up for public comment, seeing there was none, closed public comment.

Motion: Council Member Pineda motioned to adopt Resolution No. 2016-55, Approving the Issuance of the Multifamily Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition and Rehabilitations of a Multifamily Rental Housing Facility known as Casa Rita Apartments, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500, seconded by Vice Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz
NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

Motion: Council Member Macias motioned to adjourn the meeting, seconded by Mayor Ortiz. Motion passed 4-1, by the following vote:

ROLL CALL:

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

COUNCIL COMMUNICATIONS – None.

ADJOURNMENT

At 9:28 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, January 3, 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

MINUTES

Special Meeting of the
City of Huntington Park City Council
Thursday, January 5, 2017

City Attorney Arnold Alvarez-Glasman announced no public was in attendance, therefore, there was no need for the Sergeant at Arms to read the Rules of Decorum.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 9:05 a.m. on Thursday, January 5, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Jhonny Pineda (arrived at 9:10 a.m.), Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. ABSENT: Council Member Amezcua. CITY OFFICIALS/STAFF: Arnold Alvarez-Glasman, City Attorney and Donna Schwartz, City Clerk. ABSENT: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Sergio Infanzon, Community Development Director; Daniel Hernandez, Public Works Director and Martha Castillo, Human Resources Director.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Ortiz.

PUBLIC COMMENT

City Attorney Arnold Alvarez-Glasman announced no public attendance therefore, no public comment.

CLOSED SESSION

At 9:07 a.m. City Attorney Alvarez-Glasman recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance

At 11:18 a.m. Mayor Ortiz reconvened to open session. All Council Members present with the exception of Council Member Amezcua ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council Member Pineda arrived before the orientation for the interviews, that four members of the city council were present for the interviews of Director of Finance, no decision has been made, therefore, nothing to report.

ADJOURNMENT

One motion: Vice Mayor Sanabria motioned to adjourn, seconded by Council Member Macias. Motion was passed 4-1, with Council Member Amezcua ABSENT.

At 11:20 a.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Special Meeting on Friday, January 6, 2017, at 9:00 a.m.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

MINUTES

Special Meeting of the
City of Huntington Park City Council
Friday, January 6, 2017

Assistant Attorney Noel Tapia announced no public was in attendance, therefore, there was no need for the Sergeant at Arms to read the Rules of Decorum.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 9:06 a.m. on Friday, January 6, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. ABSENT: Council Member Amezcua. CITY OFFICIALS/STAFF: Noel Tapia, Assistant City Attorney and Donna Schwartz, City Clerk. ABSENT: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Sergio Infanzon, Community Development Director; Daniel Hernandez, Public Works Director and Martha Castillo, Human Resources Director.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Ortiz.

PUBLIC COMMENT

Mayor Ortiz opened up public comment, there be none, closed public comment.

CLOSED SESSION

At 9:08 a.m. Assistant City Attorney Noel Tapia recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance

At 2:26 p.m. Mayor Ortiz reconvened to open session. All Council Members present with the exception of Council Member Amezcua ABSENT.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Noel Tapia announced interviews were conducted for the Finance Director, no formal action was taken, direction given, nothing to report.

ADJOURNMENT

At 2:27 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Light & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

2-1

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ARAMARK UNIFORM & CAREER APPAREL	000531752527	741-8060-431.61-20	Dept Supplies & Expense	81.01	N
	532028680	741-8060-431.61-20	Dept Supplies & Expense	85.45	N
	532062958	741-8060-431.61-20	Dept Supplies & Expense	85.45	N
	532080125	741-8060-431.61-20	Dept Supplies & Expense	85.45	N
			337.36		
AT&T	8954110	111-9010-419.53-10	Telephone & Wireless	3,744.53	N
	8954109	111-9010-419.53-10	Telephone & Wireless	1,644.06	N
	9011245	111-9010-419.53-10	Telephone & Wireless	0.79	N
	8911712	111-9010-419.53-10	Telephone & Wireless	1.56	N
	8954112	111-9010-419.53-10	Telephone & Wireless	246.09	N
			5,637.03		
AT&T PAYMENT CENTER	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	32.92	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	32.92	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	193.35	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	80.08	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	100.17	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	32.92	N
	12/7-1/6/2017	111-9010-419.53-10	Telephone & Wireless	32.92	N
			505.28		
BASHFORD ENTERPRISES	16145	239-5070-463.56-52	Contract Home Repairs	5,003.65	N
			5,003.65		
BATTERY SYSTEMS INC	3771078	741-8060-431.43-20	Fleet Maintenance	529.72	N
				529.72	
CANON	16793082	111-9010-419.43-15	Financial Systems	728.20	N
				728.20	
CENTRAL BASIN MWD	HP-NOV16	681-8030-461.41-00	Water Resources/Purchase	5,857.25	N
				5,857.25	
COMSERCO, INC.	75433	741-8060-431.56-41	Contractual Svc - Other	778.00	N
	75432	741-8060-431.43-20	Fleet Maintenance	91.00	N
			869.00		
DAILY JOURNAL CORPORATION	B2942019	111-0120-413.54-00	Advertising & Publication	277.20	N
	B2941009	111-0120-413.54-00	Advertising & Publication	184.80	N
	B2949978	111-0120-413.54-00	Advertising & Publication	193.20	N
	B2947604	111-1010-411.54-00	Advertising & Publication	117.60	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DAILY JOURNAL CORPORATION	B2942780	111-4010-431.54-00	Advertising & Publication	386.40	N
	B2939900	111-4010-431.54-00	Advertising & Publication	100.80	N
	B2942789	239-5060-463.54-00	Advertising & Publication	281.40	N
				1,541.40	
DAPEER, ROSENBLIT & LITVAK	11920	111-0220-411.32-20	Legal Exp - Prosecutor Sv	268.10	N
				268.10	
DAPPER TIRE CO.	43888716	219-0250-431.43-21	Metro Transit O S & M	555.53	N
				555.53	
DATA TICKET INC.	74353	111-3010-415.44-00	Rentals & Leases	1,140.00	N
	75054	111-3010-415.44-00	Rentals & Leases	1,140.00	N
	75762	111-3010-415.44-00	Rentals & Leases	1,140.00	N
	74353	111-3010-415.56-15	Citation Prkng Collection	13,137.08	N
	75054	111-3010-415.56-15	Citation Prkng Collection	7,746.63	N
	75762	111-3010-415.56-15	Citation Prkng Collection	6,642.38	N
	74353	111-3010-415.56-41	Contractual Srvc - Other	5,020.62	N
	75054	111-3010-415.56-41	Contractual Srvc - Other	3,476.83	N
	75762	111-3010-415.56-41	Contractual Srvc - Other	4,581.08	N
	75190	111-5055-419.56-41	Contractual Srvc - Other	21.87	N
	74488	111-5055-419.56-41	Contractual Srvc - Other	29.47	N
	73731	111-5055-419.56-41	Contractual Srvc - Other	14.67	N
	75312	111-9010-419.56-41	Contractual Srvc - Other	97.67	N
	74618	111-9010-419.56-41	Contractual Srvc - Other	348.37	N
	73862	111-9010-419.56-41	Contractual Srvc - Other	88.67	N
	75301	111-9010-419.56-41	Contractual Srvc - Other	120.00	N
	75190	239-5055-419.56-41	Contractual Srvc - Other	32.80	N
	74488	239-5055-419.56-41	Contractual Srvc - Other	44.20	N
	73731	239-5055-419.56-41	Contractual Srvc - Other	22.00	N
					44,844.34
DE LAGE LANDEN	52541787	111-7010-421.44-10	Rent (Incl Equip Rental)	680.79	N
				680.79	
ENTERPRISE FM TRUST	FBN3147288	226-9010-419.74-20	Vehicle Leases	1,740.33	N
	FBN3147288	229-7010-421.74-10	Equipment	126.17	N
				1,866.50	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
FEDEX	5-637-95126	111-9010-419.61-20	Dept Supplies & Expense	30.30	N
				30.30	
FLYERS ENERGY LLC	16-372471	741-8060-431.43-20	Fleet Maintenance	1,438.35	N
				1,438.35	
GARDA CL WEST, INC.	20199372	111-9010-419.33-10	Bank Services	22.31	N
				22.31	
GRAFFITI PROTECTIVE COATINGS INC.	1005-1116	111-8095-431.56-75	Contract Graffiti Removal	32,250.00	N
				32,250.00	
HILTI INC	4608458300	535-8090-452.61-20	Dept Supplies & Expense	199.34	N
				199.34	
HINDERLITER DE LLAMAS AND ASSOC	26333-IN	111-9010-419.56-41	Contractual Svc - Other	28,119.42	N
				28,119.42	
HOME DEPOT - PUBLIC WORKS	9260042	111-8020-431.43-10	Buildings - O S & M	109.89	N
	8260108	111-8022-419.43-10	Buildings - O S & M	31.71	N
	4260127	111-8022-419.43-10	Buildings - O S & M	120.80	N
	1260124	111-8023-451.43-10	Buildings - O S & M	57.51	N
	1260152	111-8024-421.43-10	Buildings - O S & M	278.70	N
	260041	111-8024-421.43-10	Buildings - O S & M	128.26	N
	8260053	111-8024-421.43-10	Buildings - O S & M	26.17	N
	7260075	111-8024-421.43-10	Buildings - O S & M	307.38	N
	9260046	111-8024-421.43-10	Buildings - O S & M	117.39	N
	1260120	221-8010-431.61-20	Dept Supplies & Expense	218.50	N
	8032732	287-8055-432.61-20	Dept Supplies & Expense	30.31	N
	260029	535-8090-452.61-20	Dept Supplies & Expense	331.49	N
	2260108	741-8060-431.43-20	Fleet Maintenance	10.88	N
				1,768.99	
IMPACT TIRE SERVICE	6024	219-0250-431.43-21	Metro Transit O S & M	20.00	N
	6086	219-0250-431.43-21	Metro Transit O S & M	15.00	N
				35.00	
INTER VALLEY POOL SUPPLY, INC	91331	681-8030-461.41-00	Water Resources/Purchase	125.08	N
	91332	681-8030-461.41-00	Water Resources/Purchase	200.12	N
	91333	681-8030-461.41-00	Water Resources/Purchase	218.47	N
	90943	681-8030-461.41-00	Water Resources/Purchase	251.82	N
	90946	681-8030-461.41-00	Water Resources/Purchase	166.77	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
INTER VALLEY POOL SUPPLY, INC	90944	681-8030-461.41-00	Water Resources/Purchase	286.84	N
	90945	681-8030-461.41-00	Water Resources/Purchase	333.54	N
	91073	681-8030-461.41-00	Water Resources/Purchase	133.42	N
	91074	681-8030-461.41-00	Water Resources/Purchase	208.46	N
			1,924.52		
JAX BICYCLE CENTER	112616150709971	111-7022-421.61-28	Dept Supplies DEU	282.67	N
			282.67		
JCL TRAFFIC	88572	221-8012-429.61-20	Dept Supplies & Expense	241.98	N
	88571	221-8012-429.74-10	Equipment	1,813.76	N
			2,055.74		
JK CONSTRUCTION	1108	239-5070-463.56-52	Contract Home Repairs	7,125.00	N
			7,125.00		
KAFCO SALES CO.	400507	221-8010-431.61-20	Dept Supplies & Expense	222.36	N
			222.36		
LAC-USC MEDICAL CENTER	11015	111-7030-421.56-41	Contractual Svc - Other	1,460.00	N
			1,460.00		
LAN WAN ENTERPRISE, INC	56790	111-9010-419.43-15	Financial Systems	960.00	N
	56789	111-9010-419.74-10	Equipment	1,443.15	N
			2,403.15		
LB JOHNSON HARDWARE CO #1	685710	111-8024-421.43-10	Buildings - O S & M	23.63	N
	685719	535-8090-452.61-20	Dept Supplies & Expense	13.59	N
	685797	535-8090-452.61-20	Dept Supplies & Expense	32.19	N
	685843	535-8090-452.61-20	Dept Supplies & Expense	34.65	N
	686030	535-8090-452.61-20	Dept Supplies & Expense	86.81	N
			100.82	N	
			291.69		
LINGO INDUSTRIAL ELECTRONICS	32349	221-8014-429.61-20	Dept Supplies & Expense	577.70	N
			577.70		
MERRIMAC ENERGY GROUP	2163328	219-0250-431.62-30	Metro Transit Fuel & Oil	7,300.00	N
	2163328	741-8060-431.62-30	Metro Transit Fuel & Oil	10,376.27	N
			17,676.27		
NATIONAL SIGNAL INC.	24812-IN	741-8060-431.43-20	Fleet Maintenance	403.90	N
			403.90		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
NATIONWIDE ENVIRONMENTAL SERVICES	1546	221-8010-431.56-41	Contractual Svc - Other	13,324.66	N
	1546	222-5030-431.56-41	Contractual Svc - Other	17,352.20	N
	1546	231-8010-415.56-41	Contractual Svc - Other	7,188.74	N
	27986	220-8070-431.56-41	Contractual Svc - Other	9,288.50	N
			47,154.10		
PERFORMANCE NURSERY	186984	535-8090-452.61-20	Dept Supplies & Expense	665.51	N
			665.51		
RICARDO ORNELAS	INV0048	535-8090-452.61-20	Dept Supplies & Expense	550.00	N
			550.00		
SEVERN TRENT ENVIRONMENTAL SERVICES	15152	283-8040-432.56-41	Contractual Svc - Other	4,613.05	N
	15305	283-8040-432.56-41	Contractual Svc - Other	11,748.30	N
	15305	681-8030-461.56-41	Contractual Svc - Other	92,364.37	N
			108,725.72		
SOUTHERN CALIFORNIA EDISON	10/18-11/18	111-8020-431.62-10	Heat Light Water & Power	1,004.99	N
	11/4-12/7/2016	111-8023-451.62-10	Heat Light Water & Power	47.20	N
	10/5-11/4/2016	111-8023-451.62-10	Heat Light Water & Power	3,037.13	N
	11/4-12/7/2016	111-8024-421.62-10	Heat Light Water & Power	4,623.07	N
	11/3-12/6/2016	231-8010-415.62-10	Heat Light Water & Power	581.01	N
	10/26-11/28/16	535-8016-431.62-10	Heat Light Water & Power	39.96	N
			9,333.36		
SPARKLETTS	15142085120816	111-3010-415.61-20	Dept Supplies & Expense	28.63	N
	15187658112316	741-8060-431.43-20	Dept Supplies & Expense	20.97	N
	15187658112316	111-8020-431.61-20	Fleet Maintenance	38.72	N
			88.32		
ST FRANCIS, LLC.	1661009	221-8014-429.56-41	Contractual Svc - Other	4,608.00	N
			4,608.00		
SUGA	HNTG2017	111-9010-419.43-15	Financial Systems	195.00	N
			195.00		
T&T PUBLIC RELATIONS	16-069	288-8058-432.54-00	Advertising & Publication	1,425.00	N
			1,425.00		
TELEPACIFIC COMMUNICATIONS	85574475-0	111-7010-421.53-10	Telephone & Wireless	23.41	N
			23.41		
THE GAS COMPANY	10/5-11/3/2016	111-8020-431.62-10	Heat Light Water & Power	144.62	N
	9/9-10/8/16	111-8020-431.62-10	Heat Light Water & Power	73.54	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-3-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
THE GAS COMPANY	10/5-11/3/2016	111-8022-419.62-10	Heat Light Water & Power	415.57	N
	9/9-10/8/16	111-8022-419.62-10	Heat Light Water & Power	260.02	N
	10/5-11/3/2016	111-8023-451.62-10	Heat Light Water & Power	213.66	N
	9/9-10/8/16	111-8023-451.62-10	Heat Light Water & Power	233.40	N
	10/5-11/3/2016	111-8024-421.62-10	Heat Light Water & Power	465.41	N
	9/9-10/8/16	111-8024-421.62-10	Heat Light Water & Power	406.21	N
				2,212.43	
UNDERGROUND SERVICE ALERT OF SO CAL	1120160126	221-8014-429.56-41	Contractual Srvc - Other	406.50	N
				406.50	
UNITED PACIFIC WASTE & RECYCLING	1844544	111-8027-431.56-59	Contract-Trash Collection	16,680.00	N
				16,680.00	
WALTERS WHOLESALE ELECTRIC COMPANY	188224	111-8023-451.43-10	Buildings - O S & M	936.88	N
				936.88	
WATER REPLENISHMENT DISTRICT OF	10/31/2016	681-8030-461.41-00	Water Resources/Purchase	105,948.81	N
				105,948.81	
WILMAR	385440730	111-8023-451.43-10	Buildings - O S & M	36.01	N
				36.01	
				466,499.91	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-17-17**

Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
	18909032-14	111-7010-421.59-20	Professional Develop Post	Y	465.75
	00090857057	111-7010-421.61-20	Dept Supplies & Expense	Y	20.00
	12290004038	111-7010-421.61-20	Dept Supplies & Expense	Y	15.91
	31262758	111-7010-421.61-20	Dept Supplies & Expense	Y	36.66
	32173926323	111-7010-421.61-20	Dept Supplies & Expense	Y	90.00
	57090001683	111-7010-421.61-20	Dept Supplies & Expense	Y	38.87
	74275396320	111-7010-421.61-20	Dept Supplies & Expense	Y	49.03
	000016227	111-7030-421.61-20	Dept Supplies & Expense	Y	72.90
	00097829	111-7030-421.61-20	Dept Supplies & Expense	Y	40.00
	00210408	111-7030-421.61-20	Dept Supplies & Expense	Y	67.26
	00306323	111-7030-421.61-20	Dept Supplies & Expense	Y	20.00
	0093866000	111-7030-421.61-20	Dept Supplies & Expense	Y	56.97
	32173926325	111-7030-421.61-20	Dept Supplies & Expense	Y	92.00
	842716178	111-7030-421.61-20	Dept Supplies & Expense	Y	409.00
	99999996322	111-7030-421.61-20	Dept Supplies & Expense	Y	60.62
	99999996331	111-7030-421.61-20	Dept Supplies & Expense	Y	32.67
	46776039000	111-8020-431.59-15	Professional Development	Y	89.66
	60909142	111-9010-419.61-20	Dept Supplies & Expense	Y	174.85
					\$5,976.20
AMERICAN FAMILY LIFE ASSURANCE	PPE 12-18-2016	802-0000-217.50-40	Life-Cancer Insurance	Y	106.58
					\$106.58
ARROYO BACKGROUND INVESTIGATIONS	1092	111-7010-421.56-41	Contractual Svc - Other	N	420.00
					\$420.00
AT&T MOBILITY	X12142016	111-6010-419.53-10	Telephone & Wireless	N	33.74
	X12142016	111-7010-421.53-10	Telephone & Wireless	N	5,159.41
	X12142016	239-5055-419.53-10	Telephone & Wireless	N	291.14
					\$5,484.29
BASHFORD ENTERPRISES	16144	239-5070-463.56-52	Contract Home Repairs	N	263.35
	16166	239-5070-463.56-52	Contract Home Repairs	N	522.50
	16167	239-5070-463.56-52	Contract Home Repairs	N	27.50
					\$813.35
BENEFIT ADMINISTRATION CORPORATION	6026964-IN	111-0230-413.56-41	Contractual Svc - Other	N	30.00
					\$30.00
BLACK AND WHITE EMERGENCY VEHICLES	1582	231-7060-421.61-20	Dept Supplies & Expense	N	1,567.75
					\$1,567.75
CALIF PUBLIC EMPLOYEES RETIREMENT	100000014873554	111-7010-421.24-50	Unfunded PERS Contr-Sworn	Y	100,177.56
	100000014885376	216-0230-413.23-06	Replacement Benefit IRC	Y	22,012.44
					\$122,190.00
CALIFORNIA MARKETING INC	34256	111-0210-413.56-41	Contractual Svc - Other	N	508.15
					\$508.15

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
CALPERS	100000014873538	111-0110-411.23-50	Unfunded PERS Contr-Misc	Y	1,201.15
	100000014873538	111-0210-413.23-50	Unfunded PERS Contr-Misc	Y	3,223.49
	100000014873577	111-0210-413.23-50	Unfunded PERS Contr-Misc	Y	0.48
	100000014873538	111-0230-413.23-50	Unfunded PERS Contr-Misc	Y	1,936.46
	100000014873538	111-1010-411.23-50	Unfunded PERS Contr-Misc	Y	1,269.27
	100000014873538	111-3010-415.23-50	Unfunded PERS Contr-Misc	Y	9,976.54
	100000014873563	111-3010-415.23-50	Unfunded PERS Contr-Misc	Y	2.94
	100000014873538	111-5010-419.23-50	Unfunded PERS Contr-Misc	Y	6,529.13
	100000014873577	111-5010-419.23-50	Unfunded PERS Contr-Misc	Y	0.48
	100000014873538	111-6010-451.23-50	Unfunded PERS Contr-Misc	Y	3,511.95
	100000014873538	111-7010-421.23-50	Unfunded PERS Contr-Misc	Y	4,291.94
	100000014873538	111-8010-431.23-50	Unfunded PERS Contr-Misc	Y	12,261.42
	2186	217-0230-413.28-00	Retiree Health Ins Premium	Y	145,310.47
	2186	217-0230-413.56-41	Contractual Svc - Other	Y	483.10
	2186	746-0213-413.56-41	Contractual Svc - Other	Y	483.11
	2186	802-0000-217.50-10	Health Insurance	Y	153,324.40
CARD INTEGRATORS	0090757-IN	111-7010-421.56-41	Contractual Svc - Other	N	\$343,806.33
					441.10
CARLOS GOMEZ	06-FY-17	745-9030-413.56-41	Contractual Svc - Other	N	\$441.10
CELL BUSINESS EQUIPMENT	IN1849842	111-7010-421.44-10	Rent (Incl Equip Rental)	N	200.00
					\$200.00
CHARTER COMMUNICATIONS	12/31-1/30/17	121-7040-421.56-14	Welfare Inmate Fd Expense	N	370.49
					\$370.49
CINTAS CORPORATION	5006658859	111-6010-451.56-41	Contractual Svc - Other	N	206.14
	5006658886	111-7010-421.61-20	Dept Supplies & Expense	N	\$206.14
	5006658857	111-8020-431.61-20	Dept Supplies & Expense	N	238.79
					338.15
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12-18-2016	802-0000-217.30-30	Med Reimb 125	Y	95.00
					\$671.94
					487.52
CITY OF HUNTINGTON PARK GEA	PPE 12-18-2016	802-0000-217.60-10	Association Dues	Y	\$487.52
					137.75
CITY OF SOUTH GATE	6	252-7010-421.56-41	Contractual Svc - Other	N	\$137.75
					804.00
					\$804.00
CLINICAL LAB OF SAN BERNARDINO, INC	953584	681-8030-461.56-41	Contractual Svc - Other	N	466.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12-18-2016	802-0000-217.50-40	Life-Cancer Insurance	Y	\$466.00
					1,356.62
CRITICAL REACH	17-237	111-7030-421.61-20	Dept Supplies & Expense	N	\$1,356.62
					565.00
					\$565.00

**CITY OF HUNTINGTON PARK
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
DAILY JOURNAL CORPORATION	B2954242	111-0120-413.54-00	Advertising & Publication	N	214.20
	B2956001	111-0120-413.54-00	Advertising & Publication	N	88.20
	B2959764	111-0120-413.54-00	Advertising & Publication	N	92.40
	B2944970	111-1010-411.31-10	Municipal Election	N	172.20
	B2951544	111-3013-415.54-00	Advertising & Publication	N	96.60
	B2955992	111-3013-415.54-00	Advertising & Publication	N	100.80
	B2948839	111-4010-431.54-00	Advertising & Publication	N	100.80
	B2951536	111-4010-431.54-00	Advertising & Publication	N	50.40
	B2955981	111-5010-419.54-00	Advertising & Publication	N	100.80
					\$1,016.40
DAY WIRELESS SYSTEMS	82295	111-7010-421.56-41	Contractual Svc - Other	N	900.00
					\$900.00
DE LAGE LANDEN	51763899	111-0110-411.43-05	Office Equip - O S & M	N	64.05
	52126329	111-0110-411.43-05	Office Equip - O S & M	N	66.39
	52506993	111-0110-411.43-05	Office Equip - O S & M	N	67.26
	51763899	111-0210-413.43-05	Office Equip - O S & M	N	64.05
	52126329	111-0210-413.43-05	Office Equip - O S & M	N	66.39
	52506993	111-0210-413.43-05	Office Equip - O S & M	N	67.25
					\$395.39
DEPARTMENT OF ANIMAL CARE & CONTROL	12/15/2016	111-7065-441.56-41	Contractual Svc - Other	N	9,595.31
					\$9,595.31
DEPARTMENT OF CORONER	17ME0163	111-7030-421.56-41	Contractual Svc - Other	N	130.00
					\$130.00
DEPARTMENT OF JUSTICE	202227	111-7030-421.56-41	Contractual Svc - Other	N	580.00
					\$580.00
DF POLYGRAPH	2016/8	111-7010-421.56-41	Contractual Svc - Other	N	525.00
					\$525.00
DISH NETWORK	01/12-02/11/17	111-7022-421.44-10	Rent (Incl Equip Rental)	N	138.22
					\$138.22
DONALD H. MAYNOR	DHM 7600	111-3013-415.56-41	Contractual Svc - Other	N	1,621.15
					\$1,621.15
EXPERT ROOTER	93609	535-8090-452.61-20	Dept Supplies & Expense	N	187.50
					\$187.50
F&A FEDERAL CREDIT UNION	PPE 12-18-2016	802-0000-217.60-40	Credit Union	Y	11,932.00
					\$11,932.00
FEDEX	5-652-80950	111-1010-411.31-10	Municipal Election	N	130.88
	5-652-80950	111-3010-415.61-20	Dept Supplies & Expense	N	27.22
					\$158.10
GARY M. ROGERS	12/8-12/14/16	111-6030-451.33-90	Referee Services	N	198.00
					\$198.00

**CITY OF HUNTINGTON PARK
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
GLOBALSTAR USA	10000007914894	111-7010-421.53-10	Telephone & Wireless	N	66.44
					\$66.44
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12-18-2016	802-0000-217.60-10	Association Dues	Y	150.00
					\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12-18-2016	802-0000-217.60-10	Association Dues	Y	3,475.88
					\$3,475.88
J.J. PHOTOCOPY SERVICE, INC	182780	745-9031-413.32-70	Contractual Srv Legal	N	165.00
	183826	745-9031-413.32-70	Contractual Srv Legal	N	68.60
					\$233.60
JK CONSTRUCTION	1108	239-5070-463.56-52	Contract Home Repairs	N	375.00
					\$375.00
KONICA MINOLTA PREMIER FINANCE	320558182	111-7040-421.44-10	Rent (Incl Equip Rental)	N	1,289.69
					\$1,289.69
LAN WAN ENTERPRISE, INC	56973	111-1010-411.61-20	Dept Supplies & Expense	N	996.62
	56980	111-1010-411.61-20	Dept Supplies & Expense	N	693.00
	56998	111-6010-451.56-41	Contractual Svc - Other	N	720.00
	57005	111-9010-419.43-15	Financial Systems	N	1,079.77
	56354	229-7010-421.74-10	Equipment	N	20,000.00
					\$23,489.39
LEAGUE OF CALIFORNIA CITIES	3/22-3/24/2017	111-8020-431.59-15	Professional Development	N	575.00
					\$575.00
LEE ANDREWS GROUP, INC	2017009	111-0210-413.56-41	Contractual Svc - Other	N	742.50
					\$742.50
LEGAL SHIELD	12/15/2016	802-0000-217.60-50	Legal Shield Plan	N	132.50
					\$132.50
LEONARD GARCIA	12/16-12/18/2016	111-6020-451.61-35	Recreation Supplies	N	400.47
					\$400.47
LIRA BROS, INC.	HP-09	111-6020-451.61-35	Recreation Supplies	N	288.00
					\$288.00
LORRAINE MENDEZ & ASSOCIATES, LLC	0267	239-5060-463.56-41	Contractual Svc - Other	N	2,215.00
	0267	242-5098-463.56-41	Contractual Svc - Other	N	467.50
					\$2,682.50
LOS ANGELES COUNTY POLICE CHIEF ASN	2017	111-7010-421.59-20	Professional Develop Post	N	500.00
	3/21-3/23/2017	111-7010-421.59-20	Professional Develop Post	N	300.00
					\$800.00
LYNBERG & WATKINS APC	44469	745-9031-413.32-70	Contractual Srv Legal	N	3,952.70
					\$3,952.70
MARTIN & CHAPMAN CO.	2016626	111-1010-411.31-10	Municipal Election	N	397.22
					\$397.22
MICHAEL PIERSON	149569	111-8020-431.61-20	Dept Supplies & Expense	N	68.04
					\$68.04

**CITY OF HUNTINGTON PARK
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
MISC-RECREATION	56468/62084	111-0000-228.20-00	Deposit Refund	N	150.00
	56505/61947	111-0000-228.20-00	Deposit Refund	N	500.00
	56511/62085	111-0000-228.20-00	Deposit Refund	N	150.00
	56513/61998	111-0000-228.20-00	Deposit Refund	N	150.00
	56573/61954	111-0000-228.20-00	Deposit Refund	N	150.00
	56574/61949	111-0000-228.20-00	Deposit Refund	N	150.00
	56604/61981	111-0000-228.20-00	Deposit Refund	N	140.00
	56616/61942	111-0000-228.20-00	Deposit Refund	N	150.00
	56752/61978	111-0000-228.20-00	Deposit Refund	N	150.00
	56771/62088	111-0000-228.20-00	Deposit Refund	N	500.00
	56835/61948	111-0000-228.20-00	Deposit Refund	N	200.00
	56892/62086	111-0000-228.20-00	Deposit Refund	N	150.00
	56912/61945	111-0000-228.20-00	Deposit Refund	N	150.00
	56920/61951	111-0000-228.20-00	Deposit Refund	N	150.00
	57062/61944	111-0000-228.20-00	Deposit Refund	N	150.00
	57128/61952	111-0000-228.20-00	Deposit Refund	N	150.00
	57135/62089	111-0000-228.20-00	Deposit Refund	N	150.00
	57142/62083	111-0000-228.20-00	Deposit Refund	N	150.00
	57244/62087	111-0000-228.20-00	Deposit Refund	N	150.00
	57755/61983	111-0000-228.20-00	Deposit Refund	N	150.00
	57937/61950	111-0000-228.20-00	Deposit Refund	N	150.00
	58358/61974	111-0000-228.20-00	Deposit Refund	N	500.00
	58520/62033	111-0000-228.20-00	Deposit Refund	N	500.00
	58886/61943	111-0000-228.20-00	Deposit Refund	N	150.00
	59274/61946	111-0000-228.20-00	Deposit Refund	N	150.00
	59298/61980	111-0000-228.20-00	Deposit Refund	N	575.00
	59325/61955	111-0000-228.20-00	Deposit Refund	N	150.00
	59364/61953	111-0000-228.20-00	Deposit Refund	N	500.00
	60185/61956	111-0000-228.20-00	Deposit Refund	N	500.00
	60260/61982	111-0000-228.20-00	Deposit Refund	N	40.00
	61040/62064	111-0000-228.20-00	Deposit Refund	N	500.00
	61328/61977	111-0000-228.20-00	Deposit Refund	N	500.00
	61384/61999	111-0000-228.20-00	Deposit Refund	N	200.00
61510/62002	111-0000-228.20-00	Deposit Refund	N	456.00	
61907/62034	111-0000-228.20-00	Deposit Refund	N	500.00	
61928/61979	111-0000-228.20-00	Deposit Refund	N	500.00	
62022/62032	111-0000-228.20-00	Deposit Refund	N	150.00	
					\$9,411.00
MISC-UTILITIES REFUNDS	16741-23976	681-0000-228.70-00	Deposit Refund	N	58.26
	17059-24202	681-0000-228.70-00	Deposit Refund	N	111.25
	17291-364	681-0000-228.70-00	Deposit Refund	N	114.19

**CITY OF HUNTINGTON PARK
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
MISC-UTILITIES REFUNDS	19129-20910	681-0000-228.70-00	Deposit Refund	N	174.89
	21295-14284	681-0000-228.70-00	Deposit Refund	N	52.57
	22075-21146	681-0000-228.70-00	Deposit Refund	N	194.98
	22325-25856	681-0000-228.70-00	Deposit Refund	N	176.14
	22569-25192	681-0000-228.70-00	Deposit Refund	N	69.50
\$951.78					
NATION WIDE RETIREMENT SOLUTIONS	PPE 12-18-2016	802-0000-217.40-10	Deferred Compensation	Y	15,366.25
\$15,366.25					
OLIVAREZ MADRUGA, LLP	14340	745-9031-413.32-70	Contractual Srv Legal	N	67.50
\$67.50					
PARS	36021	217-0230-413.56-41	Contractual Svc - Other	N	453.47
	36107	217-0230-413.56-41	Contractual Svc - Other	N	2,185.45
\$2,638.92					
PEERLESS MATERIALS CO., LLC	61534	535-8090-452.61-20	Dept Supplies & Expense	N	163.50
\$163.50					
PERFORMANCE ABATEMENT SERVICES, INC	021IN-011463	246-5098-463.73-10	Improvements	N	13,993.50
\$13,993.50					
PRUDENTIAL OVERALL SUPPLY	50943938	111-6010-451.56-41	Contractual Svc - Other	N	44.40
	50943939	111-6010-451.56-41	Contractual Svc - Other	N	82.39
	50948927	111-6010-451.56-41	Contractual Svc - Other	N	44.40
	50948928	111-6010-451.56-41	Contractual Svc - Other	N	82.39
	50945043	111-7010-421.61-20	Dept Supplies & Expense	N	18.94
\$272.52					
PSYCHOLOGICAL CONSULTING ASSOC, INC	522262	111-7010-421.56-41	Contractual Svc - Other	N	400.00
\$400.00					
READYREFRESH	06L0034574871	111-7010-421.61-20	Dept Supplies & Expense	N	53.45
\$53.45					
RICOH AMERICAS CORP	52565245	111-6010-451.56-41	Contractual Svc - Other	N	222.76
\$222.76					
RICOH USA, INC.	5046131336	111-6010-451.56-41	Contractual Svc - Other	N	133.14
\$133.14					
RUTAN & TUCKER, LLP	763990	111-0220-411.32-70	Contractual Srv Legal	N	340.00
\$340.00					
SMART & FINAL	122057	111-7010-421.61-20	Dept Supplies & Expense	N	51.94
	127484	111-7010-421.61-20	Dept Supplies & Expense	N	18.37
	129449	111-7010-421.61-20	Dept Supplies & Expense	N	42.48
	132476	111-7010-421.61-20	Dept Supplies & Expense	N	24.74
	138776	111-7010-421.61-20	Dept Supplies & Expense	N	54.21
\$191.74					

**CITY OF HUNTINGTON PARK
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Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
SOUTHERN CALIFORNIA EDISON	10/28-12/9/2016	111-8022-419.62-10	Heat Light Water & Power	N	1,202.86
	10/28-12/9/2016	111-8023-451.62-10	Heat Light Water & Power	N	4,723.87
	9/26-11/3/2016	535-8016-431.62-10	Heat Light Water & Power	N	14,430.40
	10/28-12/9/2016	681-8030-461.62-20	Power Gas & Lubricants	N	18,614.41
	9/26-11/3/2016	681-8030-461.62-20	Power Gas & Lubricants	N	6,483.86
					\$45,455.40
SPARKLETT'S	14430181120816	111-0230-413.61-20	Dept Supplies & Expense	N	19.02
	4532412010517	111-1010-411.61-20	Dept Supplies & Expense	N	27.94
					\$46.96
SUNGARD PUBLIC SECTOR INC.	130556	111-9010-419.43-15	Financial Systems	N	10,859.50
					\$10,859.50
SUSAN CRUM	12/15-12/21/16	111-0110-411.61-20	Dept Supplies & Expense	N	19.00
	12/15-12/21/16	111-0210-413.61-20	Dept Supplies & Expense	N	129.47
					\$148.47
THE GAS COMPANY	11/3-12/5/16	111-8020-431.62-10	Heat Light Water & Power	N	392.25
	11/3-12/5/16	111-8022-419.62-10	Heat Light Water & Power	N	614.78
	11/3-12/5/16	111-8023-451.62-10	Heat Light Water & Power	N	349.12
	11/3-12/5/16	111-8024-421.62-10	Heat Light Water & Power	N	530.09
					\$1,886.24
TYCO INTEGRATED SECURITY LLC	27741502	111-8022-419.56-41	Contractual Svc - Other	N	1,401.34
	27741511	111-8023-451.56-41	Contractual Svc - Other	N	282.04
	27741512	111-8023-451.56-41	Contractual Svc - Other	N	371.14
					\$2,054.52
U.S. BANK	PPE 12-18-2016	802-0000-217.30-20	PARS	Y	4,252.89
	PPE 12-18-2016	802-0000-218.10-05	PARS EMPLOYER	Y	13,945.16
					\$18,198.05
URQUID LINEN	42837	111-6020-451.61-35	Recreation Supplies	N	408.75
					\$408.75
VALLEY BUSINESS PRINTERS, INC	48052	111-0210-413.56-41	Contractual Svc - Other	N	1,161.00
					\$1,161.00
VISION SERVICE PLAN-CA	DEC 2016	802-0000-217.50-30	ACCT# 12 147885 001	N	4,170.01
	DEC 2016	802-0000-217.50-30	ACCT# 12 147885 002	N	110.88
					\$4,280.89
WAXIE SANITARY SUPPLY	76385855	285-8050-432.61-20	Dept Supplies & Expense	N	138.94
					\$138.94
WELLS FARGO	12/12-01/02/17	111-0210-413.61-20	Dept Supplies & Expense	N	59.73
					\$59.73
WELLS FARGO BANK-FIT	12-06-2016	802-0000-217.20-10	Federal W/Holding	Y	500.00
	PPE 12-18-2016	802-0000-217.20-10	Federal W/Holding	Y	63,418.60
					\$63,918.60

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-17-17**

Vendor Name	Invoice Number	Account Number	Description	Prepaid Y/N	Transaction Amount
WELLS FARGO BANK-MEDICARE	12-06-2016	802-0000-217.10-10	Medicare	Y	114.24
	PPE-12-18-2016	802-0000-217.10-10	Medicare	Y	7,437.73
					\$7,551.97
WELLS FARGO BANK-SIT	12-06-2016	802-0000-217.20-20	State W/Holding	Y	519.99
	PPE 12-18-2016	802-0000-217.20-20	State W/Holding	Y	20,340.61
					20,860.60
					792,916.08

1 COUNCIL COMMUNICATIONS

2 ADJOURNMENT

3
4 Except with majority consent of the Council, items may not be taken out of
5 order. If there are no items to be considered in any section(s), that section(s) may be
6 omitted from that agenda.

7 **SECTION 2.** The order of business at special meetings shall be as follows:

8 CALL TO ORDER

9 ROLL CALL

10 PLEDGE OF ALLEGIANCE

11 PUBLIC COMMENT

12 TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS
13 CALLED

14 ADJOURNMENT

15 **SECTION 3.** Each member of the City Council may address the public for a
16 maximum of five minutes during Council Communications.

17 **SECTION 4.** The City Clerk shall certify to the adoption of this resolution, and
18 thenceforth and thereafter the same shall be in full force and effect.

19
20 **THE FOREGOING RESOLUTION** is approved and adopted by the City Council of the
21 City of Huntington Park this 17th day of January 2017.

22
23 _____
24 Graciela Ortiz, Mayor

25 ATTEST:

26
27 _____
28 Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

City Attorney's Office
City Council Agenda Report

January 17, 2017

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:

ORDINANCE AMENDING CITY OF HUNTINGTON PARK MUNICIPAL CODE (HPMC), SECTION (c) of ARTICLE 2-3.405 RELATING TO THE APPOINTMENT AND REMOVAL OF DIRECTORS/DEPARTMENT HEADS OF THE VARIOUS CITY DEPARTMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review amendment to the City of Huntington Park Municipal Code (HPMC);
2. First reading, waive further reading and introduce Ordinance No. 2017-956, Amending the City of Huntington Park Municipal Code (HPMC), Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments; and
3. Schedule the second reading and adoption of said Ordinance for the February 7, 2017, City Council Meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recently, the procedure of appointing and removal of the Directors/Department Heads of the various City Departments has changed in the method of the City's hiring and removal process. Most City Directors are now hired through an employment agreement process which requires the approval of the City Council. As a result of this practice, the City Council has been engaged in interviewing and selecting Directors to the various City departments.

In order to have the HPMC be consistent with this approach, the attached ordinance will bring into alignment the HPMC with current practice.

FISCAL IMPACT/FINANCING

None

ORDINANCE AMENDING CITY OF HUNTINGTON PARK MUNICIPAL CODE (HPMC), SECTION (c) of ARTICLE 2-3.405 RELATING TO THE APPOINTMENT AND REMOVAL OF DIRECTORS/DEPARTMENT HEADS OF THE VARIOUS CITY DEPARTMENTS

January 17, 2017

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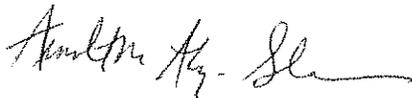
CONCLUSION

It is requested that the City Council introduce and conduct the first reading of Ordinance No. 2017-956 relating to the appointment and removal of Directors/Heads of the various City Departments.

Respectfully submitted,



EDGAR CISNEROS
City Manager



ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

- A. Ordinance No. 2017-956, Amending the City of Huntington Park Municipal Code (HPMC), Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments

ATTACHMENT "A"

ORDINANCE NO. 2017-956

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING ARTICLE 4 OF CHAPTER 3, OF TITLE 2 OF THE HUNTINGTON PARK MUNICIPAL CODE, RELATING TO THE APPOINTMENT AND REMOVAL OF DIRECTORS/HEADS OF THE VARIOUS CITY DEPARTMENTS

WHEREAS, recent City practices have adjusted the procedure of appointing and removing the Directors/Department Heads of the various City Departments.

WHEREAS, most City Directors or Department Heads are hired through an employment agreement which must be approved by the City Council and the City Council is actively engaged in the interview and hiring process; and

WHEREAS, in order to bring into alignment the Huntington Park Municipal Code and the current practice, the attached ordinance is required.

NOW, THEREFORE, the City Council of the City of Huntington Park does hereby ordain as follows:

SECTION 1. Section (c) of Article 4 of Title 2, Chapter 3, of the Huntington Park Municipal Code, entitled "Powers and Duties" is hereby amended to read as follows:

2-3.405 Powers and duties.

(c) Powers of Appointment and Removal. Subject to the rules and regulations for the administration of the personnel system of the City, it shall be the duty of the City Manager or his/her designee to approve the appointment, transfer, promotion, demotion, reinstatement, layoff and suspension or dismissal of all City employees, including department heads and management personnel, and to report all such actions to the Council. The appointment, transfer, promotion, demotion, reinstatement, layoff and suspension or dismissal of the City's Directors/Department Heads shall rest with the City Council.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

Graciela Ortiz, Mayor

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 17, 2017

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 CONTRACT SERVICES AGREEMENT WITH CARL WARREN & COMPANY FOR THIRD PARTY ADMINISTRATION SERVICES FOR GENERAL LIABILITY CLAIMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract services agreement with Carl Warren & Company for third party claims administration services; and
2. Authorize the City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 26th, 2014, the City of Huntington Park entered into a First Amendment contract with Carl Warren & Company for third party claims administration services. This first amendment agreement amended the 2013 Contract and renewed it for two years, commencing on July 1, 2014 and terminating on June 30, 2016. On June 6, 2016, The City of Huntington Park entered into a Second Amendment which extended the 2014 contract to six (6) months, commencing on June 30, 2016 and terminating on December 31, 2016. At this time, staff is seeking a three year agreement, January 1, 2017 to January 1, 2020.

BACKGROUND

The City is a member of the Independent Cities Risk Management Authority (ICRMA), a pool of 21 cities in Los Angeles and Orange counties that share resources under a Joint Powers Authority (JPA) agreement to support their individual self-insurance programs. As an ICRMA member, the City is required to use Third Party Administrator (TPA) services from one of two ICRMA-approved firms, Carl Warren & Company or AdminSure. Carl Warren has provided TPA services for the City since 2013.

ICRMA has provided the following background information regarding the approval of TPAs that the city can use:

APPROVE CONTRACT SERVICES AGREEMENT WITH CARL WARREN & COMPANY FOR THIRD PARTY ADMINISTRATION SERVICES FOR GENERAL LIABILITY CLAIMS

January 7, 2017

Page 2 of 3

The ICRMA Governing Board (Board) evaluated defense cost benchmark data at three meetings in 2012. At its December 12, 2012 meeting, the Board unanimously voted to establish a City Manager Task Force to evaluate the data and provide recommendations to the Board. Three meetings were held in February and March 2013, and initial recommendations were presented to the Board at its annual retreat in April. The Board directed the Task Force to solicit City Attorney feedback, which then occurred during a meeting in June. Final recommendations were then developed by the Task Force for Board consideration.

At its meeting on August 8, 2013, the Board approved the following:

1. Direct staff to negotiate a group purchase contract with the two existing member Third Party Claims Administrators (TPAs) (AdminSure and Carl Warren) to take effect January 1, 2014:
 - a. ICRMA members must utilize one of the two firms for the full range of TPA services;
 - b. Effective January 1, 2014, members may no longer self-administer liability claims;
 - c. Members may negotiate separate contracts with either TPA, but are encouraged to include ICRMA as a party to the contract with the requirement that the TPA meet reporting requirements to ICRMA;
 - d. Contracts shall be for a group purchase for a period of five years at which time the contract will be reviewed and a determination made of whether an RFP is necessary.

Staff met with representatives from AdminSure and Carl Warren. Initial pricing per claim was presented and is outlined below.

Item	AdminSure	Carl Warren
Incident only (no claim) <i>Record only, will not appear on the loss run, but will be available for tracking purposes.</i>	\$50	\$50
Property Damage, no bodily injury, not litigated. <i>Not including appraisal cost.</i>	\$350	\$375
Property Damage, no bodily injury, litigated <i>Not including appraisal cost.</i>	\$1,350	\$1,350
Bodily Injury, not litigated	\$750	\$750
Bodily Injury, litigated	\$1,750	\$1,750

APPROVE CONTRACT SERVICES AGREEMENT WITH CARL WARREN & COMPANY FOR THIRD PARTY ADMINISTRATION SERVICES FOR GENERAL LIABILITY CLAIMS

January 7, 2017

Page 3 of 3

Both TPAs agreed to offer ICRMA members "life-of-contract" pricing. The highest price is all inclusive. In other words, if a claim moves from being incident only to bodily injury (not litigated), and the member has paid \$50, under the TPA pricing the city will owe \$700 more rather than the entire \$750.

Both TPAs have agreed to honor current pricing models with individual members, however, some contracts may need to be renegotiated as they do not include a full range of services. Members that are self-administering claims must select one of the two TPAs and begin utilizing the full range of services with that TPA by January 1. Members that wish to negotiate an existing contract, or explore options with the other TPA, must incorporate tenants of the master contract into any agreement.

The City met on December 12 and 13, 2016, with representatives from AdminSure and Carl Warren to evaluate and review the current pricing and services for the processing of the city's general liability claims. Both TPAs have agreed to honor current pricing. Staff is recommending that Carl Warren & Company continue providing these services.

FISCAL IMPACT/FINANCING

No fiscal impact. Funding was included in the FY 2016/17 budget in account number 745-9031-413.33-70, Contractual Services.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

- A. Contract Services Agreement with Carl Warren and Company for Third Party Claims Administrative Services

ATTACHMENT "A"

**THIRD PARTY CLAIMS ADMINISTRATION SERVICES
(PROFESSIONAL SERVICES AGREEMENT)**

This Professional Services Agreement between the City of Huntington Park and Carl Warren & Company (“Agreement”) is made and entered into this _____, day of _____, 2017, by and between the CITY OF HUNTINGTON PARK, California, a municipal corporation (the “PRINCIPAL”) and Carl Warren & Company a California corporation (“CONTRACOR”). The City and Consultant are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”. The Parties enter into this Agreement with reference to the following:

Recitals

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party (“TPA”) to whom to delegate the responsibilities and duties of administering said partially or totally self-insured insurance program, and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for self-insurance and has been the TPA of record and wishes to continue in that role,

NOW, THEREFORE, in consideration of the performance by the Parties of the covenants and conditions herein contained, the City and Consultant hereby agree as follows:

Terms and Conditions

1. GENERAL

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the term of this Agreement all the services more particularly set forth hereinafter.

2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below.

Regarding Allocated Expenses, PRINCIPAL agrees to pay for the cost of all reasonable and supportable extraordinary services and costs, including but not limited to, professional

photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure.

3. SETTLEMENT AUTHORITY

CONTRACTOR shall have discretionary settlement authority up to \$ -0-

4. CLAIMS ADJUSTMENT SERVICES

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this contract as an exhibit. If subrogation is pursued, the rates in Section 8 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

5. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide at least the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONTRACTOR at the same rates provided in Section 8 as services.

6. LEGAL SUPPORT SERVICES

CONTRACTOR shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney

during pre-trial and trial stages: and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

7. PERIOD OF AGREEMENT

This Agreement is for a period of Thirty-Six (36) months commencing **January 1, 2017** and ending **December 31, 2019**.

8. COMPENSATION and SCHEDULE OF PAYMENT

a. CONTRACTOR agrees to provide, and PRINCIPAL agrees to pay, a one-time per claim charge for the life of the agreement, according to the following schedule:

Item	Carl Warren & Company Pricing
Incident only (no claim) <i>Record only, will not appear on the loss run, but will be available for tracking purposes.</i>	\$50
Property Damage, no bodily injury not litigated. <i>Not including appraisal cost.</i>	\$375
Property Damage, no bodily injury, litigated <i>Not including appraisal cost.</i>	\$1,350
Bodily Injury, not litigated	\$750
Bodily Injury, litigated	\$1,750

b. Should PRINCIPAL pay a per claim fee and the claim subsequently is elevated to a different category (e.g. incident only to bodily injury, not litigated), PRINCIPAL is only obligated to pay the difference between the pricing of the two categories.

c. The Parties each understand, acknowledge, and agree that PRINCIPAL is solely responsible for payment of amounts due to CONTRACTOR.

d. Payment Schedule. CONTRACTOR shall submit Itemized statements for fees once a month following the month covered by each statement. If the statements are correct, PRINCIPAL shall pay CONTRACTOR within thirty (30) calendar days after each statement is received by PRINCIPAL.

e. Inspection of Books and Records. Upon request by PRINCIPAL,

CONTRACTOR shall provide time records and back up data and records verifying project costs and expenses, including out-of pocket third party expenses.

9. DATA PROCESSING

a. The following standard services are included in this cost and in the annual administrative fee - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to ACMS/mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.

b. Additional users or recipients shall be charged on a per person basis at annual fee of \$250.

c. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

10. PRINCIPAL'S RESPONSIBILITIES

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. Payment shall be due and payable within thirty (30) days of receipt. PRINCIPAL shall report all billing discrepancies in writing to CONTRACTOR within thirty (30) days and adjustments will be promptly considered. PRINCIPAL will become delinquent when any undisputed invoice has been outstanding for over ninety (90) days. CONTRACTOR may elect to limit access to data and/or suspend and/or terminate this Agreement in the event PRINCIPAL fails to pay CONTRACTOR. Good faith disputed amount(s) will not be considered in establishing delinquency. CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure, excluding any good faith disputed amount, within ten (10) banking days after the date of such notice ("the cure period"), CONTRACTOR may immediately limit access to data and/or suspend and/or terminate this Agreement as of the first business day following expiration of the cure period, and/or send the outstanding invoices to a collection agency to pursue recovery of outstanding amounts plus fees and interest.

11. CONFLICT OF INTEREST

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

12. CANCELLATION OF AGREEMENT

This Agreement may be terminated by either party with or without cause upon giving other party written notice at least ninety (90) days prior to the date of termination.

13. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

a. All files on each claim shall be property of the PRINCIPAL.

b. In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 8 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in 13c below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

c. PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

14. HOLD HARMLESS

PRINCIPAL agrees to defend any legal action commenced against CONTRACTOR caused directly or indirectly by the alleged wrongful or negligent acts, errors or omissions of PRINCIPAL; and indemnify CONTRACTOR against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

CONTRACTOR agrees to defend any legal action commenced against PRINCIPAL caused directly or indirectly solely by the wrongful or negligent acts, errors or omissions of the CONTRACTOR, employees, agents or others engaged by CONTRACTOR and to indemnify PRINCIPAL against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

15. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the

parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

16. INSURANCE

a. CONTRACTOR shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR's performance. The cost of such insurance shall be borne by CONTRACTOR. Failure to procure and/or maintain the proper insurance is grounds for termination of this agreement.

b. The CONTRACTOR shall maintain the following minimum insurance coverage:

- (i) Commercial General Liability insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name PRINCIPAL and its officers, agents and employees as additional insureds.
- (ii) Business Automobile Liability insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired and non-owned autos.
- (iii) Worker's Compensation insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury or disease. The workers' compensation insurance shall be endorsed to waive any right to subrogation against PRINCIPAL and its officers, agents and employees.
- (iv) Professional Errors & Omissions insurance with a minimum limit of \$2,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit.
- (v) Crime/Employee Dishonesty: \$1,000,000 to include employee dishonesty, disappearance, theft and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to PRINCIPAL.

c. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) PRINCIPAL and its officers, agents and employees are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of CONTRACTOR, or automobiles owned, leased, hired or borrowed by CONTRACTOR.
- (ii) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects the PRINCIPAL and its officers, agents and employees. Any insurance or self insurance maintained by PRINCIPAL and its officers, agents and employees, shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to PRINCIPAL.

d. Within thirty (30) days of execution of this agreement, CONTRACTOR shall provide PRINCIPAL with a certificate of insurance and required endorsements evidencing that such insurance has been obtained and is in full force and effect. Such coverage shall provide thirty (30) calendar days' notice to PRINCIPAL of intent to cancel or non-renewal.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best Company rating of no less than A- (FSC VII) unless otherwise acceptable to PRINCIPAL.

f. Verification of Coverage. Prior to commencement of work, CONTRACTOR shall furnish PRINCIPAL with original certificates and required endorsements effecting coverage required by this clause. PRINCIPAL reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the duly authorized Officers as of the day and year first above written.

(CONTRACTOR)

(PRINCIPAL)

CARL WARREN & COMPANY

CITY OF HUNTINGTON PARK

BY: _____

BY: _____

TITLE:

TITLE:

DATE: _____

DATE: _____



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

January 17, 2017

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 USE COMMITTED FUND BALANCE AND FUNDS OF THE HUNTINGTON PARK PUBLIC FINANCING AUTHORITY TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD REDUCTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000 HUNTINGTON PARK PUBLIC FINANCING AUTHORITY (HPPFA) REFUNDING REVENUE BONDS, 2004 SERIES A

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the use of committed fund balance for the payment of \$1,733,840.30 to the Internal Revenue Service (the "Service"). This payment, equal to one hundred percent (100%) of the yield reduction liability due to the Internal Revenue Service (the "Service") based on the computation period of June 17, 2004 through December 9, 2016 will be made prior to February 7, 2017.

BACKGROUND

The HPPFA Refunding Revenue Bonds 2004 Series A (the "2004 Bonds") were issued to refund the Huntington Park Redevelopment Agency 1994 Tax Allocation Refunding Bonds (defined as the "1994 CDC Bonds"), reflecting the 2000 name change from the Huntington Park Redevelopment Agency to the Huntington Park Community Development Commission. The issuance of the 2004 Bonds resulted in a total yield reduction penalty owed to the Service in the amount of \$6.11 million. Payments to date (in 2009 and again in 2014) total \$3.28 million.

With the foregoing HPPFA Board approval of making a full and final payment to the Service, staff requests City Council's approval of use of a portion of committed fund balance. City Council established fund balance policies pursuant to GASB Statement No. 54 on October 14, 2016. Within its general fund, the City established an arbitrage rebate fund (formerly economic development Arb/Rebate Fund) with a committed fund balance of \$3.9 million. This amount was estimated to be the amount owed to the Service in 2019, the next five-year interval at which time payment would be required to be made.

AUTHORIZATION TO USE COMMITTED FUND BALANCE AND FUNDS OF THE HUNTINGTON PARK PUBLIC FINANCING AUTHORITY TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD REDUCTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000 HUNTINGTON PARK PUBLIC FINANCING AUTHORITY (HPPFA) REFUNDING REVENUE BONDS, 2004 SERIES A

January 17, 2017

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FISCAL IMPACT

Based on the computation period of June 17, 2004 through December 9, 2016, the payment required to settle the liability in full is \$1,733,840.30. Payment must be made to the Service no later than February 7, 2017. Post the use of fund balance for the amount due to the Service, \$442,208 will be returned to the City General Fund balance, and HPPFA will have a remaining fund balance of \$1,723,951.70.

In making this payment to the Service, and for purposes of more accurate financial reporting, Finance will also take the step of isolating all HPPFA receipts and fund balance away from the City's general fund. Following is a summary of fund balance implications:

Fund Balance Implications

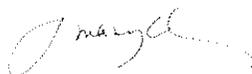
Description of Activity	GASB	
	Classification	Funding Levels
Arbitrage/Rebate Estimated Payment	Committed	\$ 3,900,000.00
HPPFA receipts	HPPFA	\$ 3,457,792.00
City over-funded amount - return to GF Fund Balance	Assigned	442,208.00
HPPFA Receipts	Committed	3,457,792.00
Payment to IRS		1,733,840.30
HPPFA Remaining Balance	Committed	1,723,951.70

Going forward, and through maturity of the bonds, expected cash flow is \$4.59 million, reflecting the difference between RPTTF distribution equal to payment of debt service on the 1994 CDC Bonds and debt service to be paid on the HPPFA 2004 Bonds. Accumulated cash flow will be available for qualified capital projects of the City.

Respectfully Submitted,



EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Director of Finance/City Treasurer



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 17, 2016

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:

AUTHORIZE THE EXECUTION OF GRANT AGREEMENT, ADVERTISEMENT OF BID PACKAGE, AND APPROPRIATION OF FUNDS FOR THE METRO RAPID STATION PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager or designee to execute the grant funding agreement;
2. Authorize Staff to proceed with advertising the Notice Inviting Bids for purchase and installation of Metro Rapid Bus Shelters, lighting, benches, and trash receptacles; and
3. Approve appropriation of \$125,000 for Fiscal Year (FY) 16/17 to account 220-8010-431.73-10 and authorize the Finance Director to make necessary adjustment to City Budget.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority ("Metro") Board authorized funds to expand the Countywide Metro Rapid System program from two demonstration Rapid lines to the 24 lines currently operating. As part of the program, Metro works with cities to implement enhanced Rapid stations/shelters along each Rapid corridor.

The funding agreement will provide funds to each jurisdiction for costs associated with project management and station amenities which may include the shelter, benches, bus shelter lighting, trash receptacles, and Metro Rapid poles. Metro will pay for 100% of the costs associated with fabrication and installation for these stations.

Once installed, station amenities, with the exception of the Metro Rapid pole (Metro Rapid Pole to be maintained by Metro), will become the property of the City and thus the City will be responsible for maintenance.

Metro awarded the City a \$125,000 grant in federal funds as part of their Metro Rapid Station Implementation Program for the costs associated with the project. The grant

AUTHORIZE THE EXECUTION OF GRANT AGREEMENT, ADVERTISEMENT OF BID PACKAGE, AND APPROPRIATION OF FUNDS FOR THE METRO RAPID STATION PROJECT

January 17, 2017

Page 2 of 2

allows the City to upgrade 5 of its Metro Rapid Bus Shelters to encourage the use of non-automotive related travel.

The proposed project locations are on Pacific Boulevard between Florence Avenue and Slauson Avenue. The new Bus Shelters will be at the following locations:

- (1) West Side Midblock between Florence Ave. and Saturn Ave. (21' Bus Shelter);
- (2) West Side Midblock between Gage Ave. and Clarendon Ave. (21' Bus Shelter);
- (3) East Side Midblock between Gage Ave. and Clarendon Ave. (21' Bus Shelter);
- (4) West Side between Belgrave Ave. and Slauson Ave. (21' Bus Shelter); and
- *There is no existing bus shelter at this time.
- (5) East Side between Belgrave Ave. and Slauson Ave. (21' Bus Shelter).

FISCAL IMPACT/FINANCING

Current adopted Budget does not include the \$125,000 to pay invoices for FY 16/17 associated with Metro Rapid Shelters and appurtenant facilities. Public Works Department is requesting a budget appropriation of \$125,000 to be placed in account 220-8010-431.73-10.

CONCLUSION

Upon Council approval staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Public Works Director



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 17, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AN AGREEMENT WITH CALTRANS FOR THE UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-02, Authorizing the Acceptance of the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project;
2. Authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation; and
3. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of ten percent of the project budget.

BACKGROUND

The City of Huntington Park submitted an application, prepared by Transtech at no cost to the City, to Caltrans for the Active Transportation Program Cycle 2 and on February 8, 2016 the City was awarded a \$1,757,000 grant for the "Uncontrolled Crosswalk Pedestrian Safety Enhancement Project" with a local match of \$36,000. In preparation of the grant application, Transtech is familiar with the grant requirements, traffic impacts and mitigation, and project scope of work. In addition to the grant proposals prepared, Transtech has performed Building, Engineering, and Traffic Engineering services for the City for several years, and therefore has firsthand knowledge of the community. This grant is a combination of State and Federal funds and it is split between two Fiscal Years.

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AN AGREEMENT WITH CALTRANS FOR THE UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT

January 17, 2017

Page 2 of 2

Fiscal Year	Grant	Local Match
2016-17	\$172,000 (State Funds)	\$14,000
2017-18	\$1,585,000 (Federal Funds)	\$22,000

The Project consist of new ADA ramps, advanced yield and stop markings, countdown pedestrian signals, updated pedestrian signs, rapid-flashing beacons, repainting existing pavement markings, removal of nonfunctional in road lights, and ladder style crosswalks for 22 locations within the City of Huntington Park at unprotected crosswalks near schools, either mid-block or across major arterials (Attachment B – Proposed 22 improvements).

The grant covers the costs associated with Environmental, Design, Construction and Construction Management.

FISCAL IMPACT/FINANCING

This item was budgeted for FY 16/17. The \$186,000 funding grant and local match for the Unprotected Crosswalk Pedestrian Safety Enhancement Project is currently budgeted in account 222-4010-431.73-10.

CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Public Works Director

ATTACHMENT(S)

- A. Resolution No. 2017-02, Authorizing the Acceptance and Execution of the Agreement for the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project.
- B. Proposed 22 Locations for Improvements.

ATTACHMENT "A"

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PASSED, APPROVED, AND ADOPTED this 17th day of January, 2017.

Graciela Ortiz, Mayor

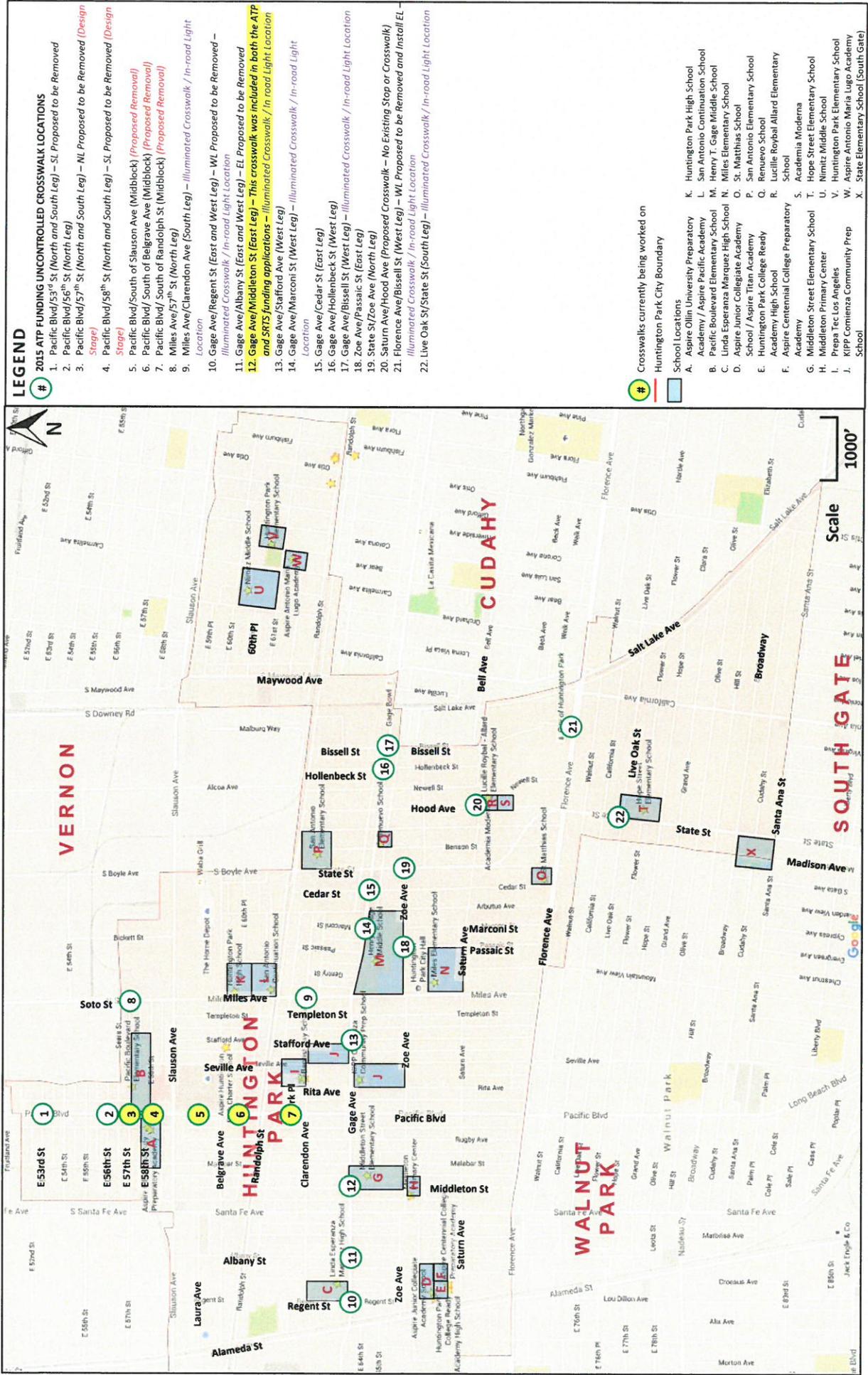
ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"

HUNTINGTON PARK CITYWIDE UNCONTROLLED CROSSWALK LOCATION MAP

Updated: 01/04/2017



HUNTINGTON PARK CITYWIDE UNCONTROLLED CROSSWALK LOCATION LIST

Updated: 01/04/2017

2015 ATP FUNDING UNCONTROLLED CROSSWALK LOCATIONS			
ID No.	Type of Intersection	Location	Existing Uncontrolled Crosswalk Location at Intersection
1	Uncontrolled	Pacific Blvd/53 rd St	North Leg and South Leg <i>South Leg Proposed to be removed</i>
2	Uncontrolled	Pacific Blvd/56 th St	North Leg
3	Uncontrolled	Pacific Blvd/57 th St	North Leg and South Leg <i>North Leg Proposed to be removed (Design Stage)</i>
4	Uncontrolled	Pacific Blvd/58 th St	North and South Legs <i>South Leg Proposed to be removed (Design Stage)</i>
5	Midblock Uncontrolled	On Pacific Blvd South of Slauson Ave	Midblock unprotected <i>Proposed to be removed as part of the Pacific Blvd Project.</i>
6	Midblock Uncontrolled	On Pacific Blvd South of Randolph St	Midblock unprotected <i>Proposed to be removed as part of the Pacific Blvd Project.</i>
7	Midblock Uncontrolled	On Pacific Blvd South of Randolph St	Midblock unprotected <i>Proposed to be removed as part of the Pacific Blvd Project.</i>
8	Uncontrolled	Miles Ave/57 th St	North Leg
9	Uncontrolled	Miles Ave/Clarendon Ave	South Leg <i>(Illuminated crosswalk / In-road light location)</i>
10	Uncontrolled	Gage Ave/Regent St	East and West Legs – WL Proposed to be removed – <i>(Illuminated crosswalk / In-road light location)</i>
11	Uncontrolled	Gage Ave/Albany St	East Leg and West Leg <i>East Leg Proposed to be removed</i>
12	Uncontrolled	Gage Ave/Middleton St <i>This location also included in the SRTS funding application.</i>	East Leg <i>(Illuminated crosswalk / In-road light location)</i>
13	Uncontrolled	Gage Ave/Stafford Ave	West Leg
14	Uncontrolled	Gage Ave/Marconi St	West Leg <i>(Illuminated crosswalk / In-road light location)</i>
15	Uncontrolled	Gage Ave/Cedar St	East Leg
16	Uncontrolled	Gage Ave/Hollenbeck St	West Leg
17	Uncontrolled	Gage Ave/Bissell St	West Leg <i>(Illuminated crosswalk / In-road light location)</i>
18	Uncontrolled	Passaic St/Zoe Ave	East Leg
19	Uncontrolled	State St/Zoe Ave	North Leg
20	Uncontrolled	Saturn Ave/Hood Ave	No existing stop or crosswalk <i>Proposed Crosswalk and All-Way Stop Control</i>
21	Uncontrolled	Florence Ave/Bissell St	West Leg – WL Proposed to be removed and install EL <i>(Illuminated crosswalk / In-road light location)</i>
22	Uncontrolled	State St/Live Oak St	South Leg <i>(Illuminated crosswalk / In-road light location)</i>



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 17, 2017

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:

SELECT AND APPROVE AWARD OF CONTRACT FOR CONSULTING SERVICES FOR PREPARATION OF AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a professional services contract to Owen Group, Inc. in an amount not to exceed \$94,960 for Consulting Services to Prepare an American with Disability Act Transitional Plan in accordance with the American with Disabilities Act (ADA);
2. Authorize the City Manager or designee to execute the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The development of a Transition Plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1973, which requires that all cities receiving federal funds make their programs available without discrimination toward people with disabilities. The Act, which has become known as the "civil rights act" of persons with disabilities, states that:

"No otherwise qualified handicapped individual in the United States shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance." (Section 504)

Subsequent to the enactment of the Rehabilitation Act, Congress Passed the Americans with Disabilities Act (ADA on July 26, 1990). The City of Huntington Park is obligated to observe all requirements of Title 1 of the ADA in its employment practices;

SELECT AND APPROVE AWARD OF CONTRACT FOR CONSULTING SERVICES FOR PREPARATION OF AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN

January 17, 2017

Page 2 of 3

Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City, its programs, services, or facilities; and all requirements specified in the ADA Accessibility Guidelines (ADAAG) that apply to facilities and other physical holdings. Title II regulation adopts the general prohibitions of discrimination established under the Rehabilitation Act Section 504 and incorporates specific prohibitions of discrimination of the ADA. Title II provides protections to individuals with disabilities that are at least equal to those provided by the nondiscrimination provisions of Title V of the Rehabilitation Act.

Title II of the ADA stipulates that public entities must identify and evaluate all programs, activities, and services and review all policies, practices, and procedures that govern administration of the programs, activities, and services for all government entities employing more than fifty people. The administrative requirements include:

- Completion of a self-evaluation;
- Development of an ADA complaint procedure;
- Designation of a person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan if the self-evaluation identifies any structural modifications necessary for compliance.

The ADA Self Evaluation and Transition Plan is being prepared as partial fulfillment of the requirement set forth of Title II of the Americans with Disabilities Act (ADA). This report will assist the City of Huntington Park, the City Council, department heads, program directors, and employees identifying policy, program, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals.

This report and certain documents incorporated by reference establish the ADA Self-Evaluation and Transition Plan for the City of Huntington Park.

As part of the solicitation of the Consulting Services to Prepare an American with Disabilities Act (ADA) Transition Plan, staff conducted two requests for proposals on September 15, 2016 and on December 1, 2016. During the 1st publication, 24 companies requested the Request for Proposal (RFP) packages and 1 proposal was received. During the 2nd publication, 24 companies requested the RFP and 3 proposals were received.

SELECT AND APPROVE AWARD OF CONTRACT FOR CONSULTING SERVICES FOR PREPARATON OF AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN

January 17, 2017

Page 3 of 3

The bidder's proposals were are as follows:

NAME	ADA TRANSITION PLAN
Owen Group, Inc.	\$94,960
Disability Access Consultants	\$99,100
Sally Swanson Architects, Inc.	\$143,980

FISCAL IMPACT/FINANCING

Currently there is no fiscal impact to FY 2016-2017.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The development of an ADA Transition Plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1990 which requires that all organizations receiving federal funds make their programs available without discrimination toward people with disabilities.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Public Works Director

ATTACHMENT(S)

- A. Sample Contract Services Agreement (Consulting Services to Prepare the American with Disabilities Act (ADA) Transition Plan) with Exhibit A - Scope of Services.

ATTACHMENT "A"



CONTRACT SERVICES AGREEMENT

(CONSULTING SERVICES TO PREPARE AN AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [REPLACE WITH NAME OF CONSULTANT], a [REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- A.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- A.2 **TERM:** This Agreement shall have a term of **XX YEARS?**] Commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION

TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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.

A.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____ THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT ____] (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [____ REPLACE WITH NOT-TO-EXCEED SUM ____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

A.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of 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 notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

A.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a

period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONSULTANT.

- A.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 materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and [REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates or designee 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.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY

Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT'S profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT'S employees and agents (including but not limited SUB-CONSULTANT) 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONSULTANT or on 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 to the highest standards of CONSULTANT'S profession.

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 CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 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.

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT'S officers, employees, agents, or SUB-CONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

- 2.7 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'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. 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.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and 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 Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF 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.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to 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.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of 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.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT

expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably

cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) 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 violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONSULTANT'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to

prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, 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.

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

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

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONSULTANTS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

CONSULTANT:

[REPLACE WITH Business Name of CONSULTANT]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of CONSULTANT'S chief contact]

Phone: [REPLACE WITH Phone Number]

Fax: [REPLACE WITH Fax Number]

Email: [If available, REPLACE WITH e-mail or simply delete]

CITY:

City of Huntington Park
Engineering and Public Works Dept.

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not 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 Sub-CONSULTANT'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANT:** CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for 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.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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 remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP.]:

By: _____

By: _____

 Edgar P. Cisneros,
 City Manager

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

The City of Huntington Park is seeking a qualified firm to prepare the City's Americans with Disabilities Act (ADA) Transition Plan. The consultant will inspect, evaluate and prepare reports identifying the extent of construction-related and potential barriers in the City's programs, services, activities and special sponsored events. The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations.

Please provide a Proposal to Provide Consulting Services to Prepare an Americans with Disabilities Act (ADA) Transition Plan for the City of Huntington Park. Please include your proposed team, qualifications and experience on similar projects, approach to the scope of work and reference from public agencies.

The scope of work of this ADA Transition Plan consists of:

- Facility Survey/Barrier Assessment
 - Develop a Transition Plan which will identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues
 - Provide photographs, findings, recommendations, code references, estimated costs, priority settings in accessibility Software/Electronic Database
 - Provide Training for City Staff as requested on general ADA compliance rules and regulations so City Staff are knowledgeable and empowered to understand the accessibility requirements (existing and new construction)
- ADA Self Evaluation (Programmatic and Policy Review)
 - Assist the City in developing the procedures, forms and posting needed to conduct a self-evaluation of City's program, services, activities and events
 - Conduct the self-evaluation of all relevant public facilities, programs, services and activities, to include research, field data collection and data analysis
 - Review policies, procedures and practices to determine if any are discriminatory or potentially discriminatory

- Public Rights-of-Way
 - Conduct a survey of City public right-of-ways to include but not limited to sidewalks, crosswalks, pathways, curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations

- Comprehensive ADA Self Evaluation and Transition Plan
 - Develop, in coordination with the City, a comprehensive ADA Self-Evaluation and Transition Plan for facilities, building, parks and the public right-of-way;
 - In addition to the minimum ADA requirements to be included in a transition plan, the plan shall also include, but not limited to: the noncompliance finding, recommended method for barrier removal, prioritization for removal of barriers, project schedule for barrier removals, responsible person to implement the plan, estimated costs, procedures, forms and methodology, standard drawing for remediation methods

- Public Participation and Outreach
 - As required by Title II of the ADA, the Consultant will lead the public participation and outreach program to assist the City to advise the public and stakeholders, solicit input into City's plan, provide opportunity for interested persons and individuals.
 - Present recommendations to the City regarding the proposed methods to provide public input

- Accessibility Management Software/Electronic Database
 - Provide the City with actual accessibility management software/electronic database of items contained in the Facility Survey Report. This will be a monitoring, tracking, and management system tool for City.
 - Consultant to attend the City Council meeting during the staff's presentation of the ADA Transition Plan, and will Answer to questions, if any



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 17, 2017

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 A CONTRACT WITH ALFREDO DE LA TORRE CONSTRUCTION FOR WORK RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount not to exceed \$15,100 to perform work related to the City's Lead Based Paint Hazard Control Program; and
2. Authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

City staff received three bids for a single family property eligible to participate in the program located at 4208 E. 60th Street. The following table summarizes the bids received:

APPROVE A CONTRACT WITH ALFREDO DE LA TORRE CONSTRUCTION FOR WORK RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

January 17, 2017

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Contractor	6208 E. 60th Street	
De La Torre Construction	\$	15,100
Vizion's West	\$	15,540
Performance Abatement	\$	18,063

Based on the bid analysis performed, Alfredo De La Torre Construction Services is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors)
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.)
3. Removal of lead positive dust from all floors window sills and window wells
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits.
5. Window and door replacement
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. There is no financial impact. Funding for this program was approved in the City's FY 2016-17 Adopted Budget under account number 246-5098-463.73-10 for a total amount of \$505,151.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities.

APPROVE A CONTRACT WITH ALFREDO DE LA TORRE CONSTRUCTION FOR WORK RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

January 17, 2017

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Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of affordable housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

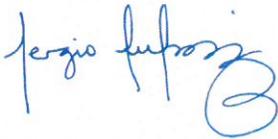
CONCLUSION

Upon approval of contract, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Contract Agreement with Alfredo De La Torre Construction
- B. Bid Analysis

ATTACHMENT "A"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 9th day of November, 2016, by and between Dulce Colin (hereinafter "Owner") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No. 789226.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 4208 E. 60th Street Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on November 9, 2016. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed Fifteen Thousand and One Hundred Dollars (\$15,100)

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work as to each indicated stage as follows:

Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **10** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by

Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this

Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Boyd & Associates (714) 245-1350

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of

Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Dulce Colin
4208 E. 60th Street
Huntington Park, CA 90255

Contractor: Alfredo De La Torre
2630 Cudahy Street
Huntington Park, CA 90255

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.

- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Name

Signature

Name

CONTRACTOR

Signature

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

City Manager

Date

ATTACHMENT "B"

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

4208 E. 60th Street

	ITEM	PAS	DE LA TORRE	VIZION'S
LBPH				
1	Exterior rafters, eaves & fascia - house	3,330	4,000	2,250
2	Exterior rafters, eaves & fascia - garage	2,220	2,000	1,800
3	Exterior car garage door & frame	-	-	-
3b	Remove/replace garage door	1,500	1,800	890
4	Window sashes & frames			
4b	remove/replace window sashes	3,300	2,750	3,750
5	Window frames	555	1,200	500
5b	remove/replace window frames	n/a	-	-
6	Bath baseboard shower & enclosure removal	n/a	n/a	n/a
7	Repaint lead positive interior components	1,388	1,500	2,500
8	Waste Disposal	770	650	350
	Subtotal	\$ 13,063	\$ 13,900	\$ 12,040
Healthy Homes				
1	Fix overhead power line	5,000	1,200	3,500
	Subtotal	\$ 5,000	\$ 1,200	\$ 3,500
	TOTAL	\$ 18,063	\$ 15,100	\$ 15,540

Contractor	Bid Amount
De La Torre	15,100
Vizion's	15,540
PAS	18,063

Excludes items 3, 4, 5b & 6 for Lead



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 17, 2017

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 A CONTRACT WITH JK CONSTRUCTION TO PERFORM WORK UNDER THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with JK Construction in an amount not to exceed \$44,725 to perform eligible work under the City's HOME Residential Rehabilitation Program; and
2. Authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 13, 2016, the City Council approved the allocation of \$200,000 in the HOME grant funds for the City's Residential Rehabilitation Program in the Fiscal Year 2016-17 Annual Action Plan. Through the City's HOME Residential Rehabilitation Program the City will be able to assist three (3) owner-occupied units in fiscal year 2016-17. In order to qualify for this Program households must meet HUD's Income Guidelines of low and moderate income.

City Staff received four bids for improvements at one property located at 6115 Gifford Avenue. The following table summarizes the bids received for each property:

Contractor	Bid Amount
Bashford Enterprises	\$64,303
JK Construction	\$44,725
Legacy Construction	\$46,260
Vizions West <i>(did not include Termite)</i>	\$79,950

APPROVE A CONTRACT WITH JK CONSTRUCTION TO PERFORM WORK UNDER THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM

January 17, 2017

Page 2 of 3

Based on the bid analysis performed, JK Construction is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve contract with the contractor and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work

The general scope of work eligible under the program is comprised of the following:

Exterior

1. Complete all items recommendations by the provided termite report. Removal of all termite damaged wood and replace with new.
2. Install New Foundation Vents
3. Install Anti-siphon device
4. Replace 10 Windows located throughout the house
5. Replace Roof
6. Replace Exterior front and side lighting fixtures

Interior

1. Kitchen Remodel: Countertop; Exhaust Hood; Sink and Faucet; Garbage Disposal; Ceramic Tile Flooring; Light Fixture; and Exhaust Fan.
2. Replace Main Electrical Panel and Rewire
3. Install Ground Fault Circuit Interceptors
4. Install Smoke and Carbon Monoxide Detectors
5. Install Attic Insulation
6. Replace Plumbing Throughout
7. Repair Washroom Concrete cracked flooring
8. Replace Entry Door

FISCAL IMPACT/FINANCING

There is no financial impact. The funds for the City's HOME grant have been appropriated and budgeted for FY 16-17 under Account No. 242-5050-463.57-30.

LEGAL AND PROGRAM REQUIREMENTS

This program provides financial assistance to owners of single-family homes (one to four units). Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.

**APPROVE A CONTRACT WITH JK CONSTRUCTION TO PERFORM WORK UNDER
THE CITY'S HOME RESIDENTIAL REHABILITATION PROGRAM**

January 17, 2017

Page 3 of 3

The City will obtain a Promissory Note and Lien securing repayment will be recorded on the property. The Program loans are payable upon sale of the property, transfer of title, or refinancing with cash out.

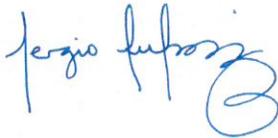
CONCLUSION

Upon approval of contract, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Contract Agreement with JK Construction
- B. Bid Analysis

ATTACHMENT "A"

HOME IMPROVEMENT CONTRACT

This Agreement, is made and entered into this 31st day of October, 2016, by and between Frank Ayala and Norma J. Ayala (hereinafter "Owner") and JK Construction (hereinafter "Contractor"), bearing California Contractor's License No. 450297.

RECITALS

A. The City of Huntington Park has established the Owner-Occupied Rehabilitation Program (the "Program") pursuant to which the City makes loans for rehabilitation purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. Owner is a Qualified Person who has received a loan under the Program for use in connection with the rehabilitation of the single-family home owned and occupied by Owner located on certain real property known as 6115 Gifford Avenue, Huntington Park, California 90255 ("Property").

C. Owner has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on _____. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor oat the address set forth in section ____ of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the

work write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed **\$44,725.00**.

5. Down Payment. Owner shall provide Contractor with a down payment of **Zero Dollars (\$0)**. **THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

6. Progress Payments. Progress payments for the Work are to be made by Owner to Contractor, upon Owner's approval of completion of the Work as to each indicated stage as follows:

Amount of Progress Payment

\$42,488.75 95% At the End of Project Completion
\$2,236.25 5% Retention 30 days after Project Completion

Work Description Attached

Termite Work
Replace Main Electrical Panel and Rewire
Ground Fault Circuit Interceptors
Smoke and Carbon Monoxide Detectors
Replace Existing Roof
Install Insulation
Kitchen Remodel
Replace Kitchen Countertop
Installation of Exhaust Hood
Install New Kitchen Sink and Faucet
Install New Garbage Disposal
Install Ceramic Tile Flooring
Kitchen Light Fixture
Installation of Exhaust Fan
Washroom Concrete
Replace Entry Door
Exterior Lighting
Install New Foundation Vents
Replace Plumbing Throughout
Install Anti-siphon device
Replace Windows

Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly

submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, ten percent (10%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to Owner, Contractor makes the following representations to Owner: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made only from a construction disbursement escrow account established by Owner and City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor from the Owner if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from Owner, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from Owner. Owner shall have no obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to Owner, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid by Owner to Contractor upon Owner's receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT

PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

7. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner. Contractor shall hereby warrant roof for two (2) years for labor and support material.

8. Approximate Start Date and Approximate Completion Date. The Work shall commence within twenty (20) calendar days of receipt of written notice from Owner to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within 45 calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. Time if of the essence to this Contract. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

9. Liquidated Damages. The parties agree that it would be impracticable, extremely difficult and, in all probability, impossible, to fix actual damages should the Contractor fail for any reason, to complete his performance, pursuant to this Agreement, within the time set therefore, as herein expressly provided. Based thereon, the parties hereto agree that for each day, or portion thereof, during which the work contemplated by this Agreement has not been completed, occurring after the time fixed for the completion of said work, except for delay caused by Owner, inclement weather, or the unavailability of workers or materials caused by labor disputes, that Contractor shall pay to Owner, as and for liquidated damages, the sum of _____ per day for each such day or portion thereof, for a maximum of 30 days.

10. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all

relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

11. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. Notices to Owner regarding State Contractors Law;
- c. Notice of Cancellation;
- d. The plans and specifications, which are attached hereto as Exhibit A.
- e. Notice inviting proposals, if any; and
- f. The proposal by Contractor.

12. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

13. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

- a. Workers' Compensation Insurance in minimum amounts required by law for all employees.
- b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply Owner with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to Owner of such cancellation. In the event that such insurance is canceled; Owner may direct Contractor to cease all activities

pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by _____ (insurance company). Owner may call the insurance company at _____ to check the Contractor's insurance coverage.

14. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

15. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

16. Cooperation of Owner. While this Agreement is in force, Owner shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

17. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

18. Project Insurance. The Owner will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%)

replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

19. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

20. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

21. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

22. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

23. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

24. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

25. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

26. Automatic Termination. This Agreement is contingent upon the funding of the loan(s) necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

27. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

28. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall

be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

29. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

30. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Frank and Norma J. Ayala
6155 Gifford Avenue
Huntington Park, CA 90255

Contractor: JK Construction
915 Lake Street
Huntington Beach, CA 92648

31. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

32. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

33. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Housing Rehabilitation Loan Program, or any member of the governing body of the City.

b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].

c. Any member of or delegate to the Congress of the United States.

d. Any Resident Commissioner.

e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

Extra work or a change order is not enforceable against an Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the change order:

(i) The scope of work encompassed by the order.

(ii) The amount to be added or subtracted from the contract.

(iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Consumer Notice—Mechanics Lien Warning

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on you property. A mechanics’ lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary notice." This notice is not a lien. The purpose of the notice is to let you know that the person sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary notices. You will not get preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your Contractor of all the subcontractor and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material suppliers.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

36. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD ("CSLB")

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed

contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1800-321-CSLB (2752)

WRITE CSLB at PO Box 26000, Sacramento, CA 95826

37. Three Day Right to Cancel.

_____ **The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a "notice of the Three-Day Right to Cancel."**

38. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER

Name

Name

CONTRACTOR

Name

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

CITY MANAGER

Date

ATTACHMENT "B"

BID EVALUATION
Ayala, 6115 Gifford Ave.

ITEM	INTERNAL ESTIMATE	JK		Legacy	Vizations West	Bashford
		Construction				
1 Termite Work	\$ 2,500.00	\$ 1,800.00		\$ 2,315.00	\$ -	\$ 1,653.00
2 Replace Main Electrical Panel and Rewire	\$ 3,000.00	\$ 9,500.00		\$ 6,700.00	\$ 10,640.00	\$ 8,506.00
3 Ground Fault Circuit Interceptors	\$ 500.00	\$ 250.00		\$ -	\$ 1,050.00	\$ 255.00
4 Smoke and Carbon Monoxide Detectors	\$ 500.00	\$ 150.00		\$ -	\$ 690.00	\$ 220.00
5 Replace Existing Roof	\$ 15,000.00	\$ 8,500.00		\$ 9,900.00	\$ 17,330.00	\$ 15,650.00
6 Install Insulation	\$ 1,800.00	\$ -		\$ 1,700.00	\$ 2,960.00	\$ 1,356.00
7 Kitchen Remodel	\$ 12,000.00	\$ 1,800.00		\$ 7,500.00	\$ 6,600.00	\$ 12,193.00
8 Replace Kitchen Countertop	\$ 1,100.00	\$ 8,750.00		\$ 1,100.00	\$ 14,950.00	\$ 2,288.00
9 Installation of Exhaust Hood	\$ 350.00	\$ 2,500.00		\$ 350.00	\$ 690.00	\$ 955.00
10 Install New Kitchen Sink and Faucet	\$ 300.00	\$ 450.00		\$ 400.00	\$ 390.00	\$ 730.00
11 Install New Garbage Disposal	\$ 200.00	\$ 225.00		\$ 350.00	\$ 355.00	\$ 495.00
12 Install Ceramic Tile Flooring	\$ 1,500.00	\$ 850.00		\$ 1,780.00	\$ 1,300.00	\$ 3,096.00
13 Kitchen Light Fixture	\$ 100.00	\$ 125.00		\$ 150.00	\$ 190.00	\$ 170.00
14 Installation of Exhaust Fan	\$ 200.00	\$ 250.00		\$ 490.00	\$ 690.00	\$ 892.00
15 Washroom Concrete	\$ 700.00	\$ 350.00		\$ 100.00	\$ 1,450.00	\$ 280.00
16 Replace Entry Door	\$ 1,300.00	\$ 650.00		\$ 500.00	\$ 650.00	\$ 1,568.00
17 Exterior Lighting	\$ 350.00	\$ 225.00		\$ 240.00	\$ 490.00	\$ 545.00
18 Install New Foundation Vents	\$ 550.00	\$ 150.00		\$ 150.00	\$ 850.00	\$ 445.00
19 Replace Plumbing Throughout	\$ 2,000.00	\$ 3,500.00		\$ 6,000.00	\$ 8,650.00	\$ 7,989.00
20 Install Anti-Siphon Device	\$ 70.00	\$ 50.00		\$ 35.00	\$ 225.00	\$ -
21 Exterior Paint - REMOVE Part of Lead Program						
22 Repair Exterior Siding - REMOVE Part of Lead Program						
23 Replace Windows	\$ 4,500.00	\$ 4,100.00		\$ 3,500.00	\$ 6,500.00	\$ 3,661.00
24 Repair Concrete Porch	\$ 680.00	\$ 550.00		\$ 3,000.00	\$ 3,300.00	\$ 1,356.00
TOTAL:	\$ 49,200.00	\$ 44,725.00		\$ 46,260.00	\$ 79,950.00	\$ 64,303.00
CONSTRUCTION BUDGET:	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
OVER/UNDER:	\$ 800.00	\$ 5,275.00		\$ 3,740.00	\$ (29,950.00)	\$ (14,303.00)

#1 Tent #3 Included #7 includes
#6 Included #4 Included painting kitchen
#1 not submitted #20 included