

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, May 2, 2017 - 6:00 p.m.**

City Hall Council Chambers  
6550 Miles Avenue, Huntington Park, CA 90255

**Marilyn Sanabria**  
Mayor

**Jhonny Pineda**  
Vice Mayor

**Karina Macias**  
Council Member



**Graciela Ortiz**  
Council Member

**Manuel "Manny" Avila**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://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](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Marilyn Sanabria  
Vice Mayor Jhonny Pineda  
Council Member Karina Macias  
Council Member Graciela Ortiz  
Council Member Manuel “Manny” Avila

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Presentation on the Use of Grey Water by Pablo Orantes, 4<sup>th</sup> Grade Student, Miles Avenue Elementary – Science Math Technology Magnet

Presentation on Huntington Park’s 1<sup>st</sup> Annual Beautification Day/Earth Day

“Certificate of Recognition” to Retiring Police Officer Anthony Rendon for his Years of Service

“Certificate of Recognition” to former Police Volunteer Hoke Sanders for his Years of Service

## **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 -  
[one matter] Government Code Section 54956.9(d)(1)

California Charter Schools Association vs. City of Huntington Park, et al.  
Case No. BS 166035

**CLOSED SESSION (CONTINUED)**

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property Location: 6325 and 6613-6725 Rita Ave, Huntington Park, CA

APN#s: 6320-030-906 and 6322-017-901 through 910

Agency Negotiator: Edgar Cisneros, City Manager and Manuel Acosta,  
Economic Development Manager

Negotiating Parties: Pacific Blvd. Holdings 26 LLC

Under Negotiation: Terms of payment and price

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, April 18, 2017;

**FINANCE**

**2. Approve Accounts Payable and Payroll Warrants dated May 2, 2017**

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### OFFICE OF THE CITY CLERK

#### **3. Appointments of City Council Members to the Various Outside Committees and/or Organizations**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment to Independent Cities Association.

#### **4. Appointments, Re-Appointments and Removal (if Necessary) by Council Members to the Various City Commissions**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointments, re-appointments and removal (if necessary) to the following:
  - a. Civil Service Commission
  - b. Health & Education Commission
  - c. Historic Preservation Commission
  - d. Parks and Recreation Commission
  - e. Planning Commission
  - f. Youth Commission (Each Council Member appoints two (2))

#### **5. Approve Agreement with Granicus, for Media Management Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve one of the options with Granicus, for media management services:
  - a. Authorize City Manager to exercise the option in the current agreement with Granicus for the next year consistent with the First Amendment which includes a 3% CPI increase; or
  - b. Approve a new agreement for a two (2) year term with no CPI increase in the first year and a 3% CPI increase in the second year, if approved, authorize City Manager to execute new agreement; or
  - c. Direct staff to terminate agreement with Granicus and go out to RFP.

## **REGULAR AGENDA (CONTINUED)**

### **FINANCE**

**6. Approve a Master Services Agreement with HdL Software, LLC for Business License Software Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with HdL Software, LLC for business license software; and
2. Authorize City Manager to execute agreement.

### **PARKS AND RECREATION**

**7. Approve Temporary License Agreement and Special Event Permit with Schoepner Shows to Provide a Four (4) day Carnival, July 1-4, 2017, to be held at Salt Lake park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve temporary access license agreement and special event permit; and
2. Authorize City Manager to execute the agreement.

### **PUBLIC WORKS**

**8. Approve First Amendment to Contract Services Agreement with Graffiti Protective Coating, Inc. (GPC) for Graffiti Removal Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to agreement with Graffiti Protective Coating, Inc. (GPC) for graffiti removal services;
2. Authorize City Manager to execute agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2016-2017 for payment of graffiti removal services.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS CONTINUED**

#### **9. Consideration and Approval of Construction Management for the Splash Pad Project at Salt Lake Park**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select contractor to provide construction management services for the Salt Lake Park Splash Pad Project; and approve award of contract services agreement for construction management and construction inspection; or
2. Reject all proposals and authorize City staff to direct Transtech, under the currently approved Augmentation Contract, to proceed with Construction and Program Management per the approved fee schedule at a not-to-exceed fee of ten percent of the construction budget; and
3. Authorize City Manager to execute the agreement/purchase order.

#### **10. Approve Award of Contract Services Agreement to Precision Concrete Cutting for Trip Hazard Removal Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements;
2. Authorize City Manager or designee to execute the agreement; and
3. Authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget.

#### **11. Approve Award of Contract Services Agreement to Western Exterminator for Pest Control Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Western Exterminator for Pest Control Services; and
2. Authorize City Manager to execute agreement.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS CONTINUED**

- 12. Ordinance Modifying Sections of the City of Huntington Park’s Municipal Code, Title 4 “Public Safety,” Chapter 6 “Parking,” Sections 4-6.01 through 4-6.14 Related to Parking Pay Stations**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce Ordinance No. 2017-957, Amending Ordinance Nos. 633-NS, 644-NS and 868-NS, modifying City of Huntington Park’s Municipal Code, Title 4 “Public Safety,” Chapter 6 “Parking,” Sections 4-6.01 through 4-6.14 related to parking pay stations; and
2. Schedule the second reading and adoption of said Ordinance for the May 16, 2017 City Council meeting.

### **COMMUNITY DEVELOPMENT**

- 13. Approve Resolution Adopting the Orangeline Development Authority, dba Eco-Rapid Transit Fifth Amended Joint Exercise of Powers Agreement (JPA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-11, adopting the Orangeline Development Authority, dba Eco-Rapid Transit Fifth Amended Joint Exercise of Powers Agreement (JPA); and
2. Authorize Mayor or designee to execute the Agreement.

- 14. Continued from April 18, 2017, City Council Regular Meeting: Resolution Approving Final Parcel Map No. 74448 for Property Located at 1900 Slauson Avenue (Altamed Health Services)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.

## **END OF REGULAR AGENDA**

## PUBLIC HEARING

### COMMUNITY DEVELOPMENT

#### 15. Consideration and Adoption of the City of Huntington Park's Fiscal Year 2017-2018 Annual Action Plan

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2017-2018 Annual Action Plan;
4. Authorize City Manager to prorate allocations to projects and programs with any increase or decrease to estimated FY 2017-2018 CDBG and HOME entitlement allocations; and
5. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD) once HUD releases the final CDBG and HOME allocations.

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS

### COUNCIL COMMUNICATIONS

**Council Member Manuel "Manny" Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

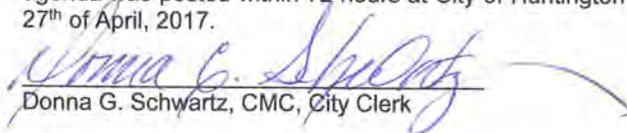
**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

### ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 16, 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](http://www.hpca.gov) on the 27<sup>th</sup> of April, 2017.

  
Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

### **Regular Meeting of the City of Huntington Park City Council Tuesday, April 18, 2017**

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency to the Community Development Commission Meeting.

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, April 18, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

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

### **INVOCATION**

The invocation was led by Mayor Sanabria.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Pineda.

### **PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a proclamation to Claudia Goytia, Government Relations Director, American Heart Association, proclaiming April 2017 as "Walking" Month.

Council presented a proclamation to Evangelina Perez, Donate Life Ambassador, proclaiming April 2017 as "DMV/Donate Life Month" and a proclamation to Ms. Graciela Ramirez for her compassionate actions for donating her daughter's organs to others.

Council presented a proclamation to Gloria Ramirez, Parents with Exceptional Kids, proclaiming April 2017 as "Autism Awareness Month."

Mayor announced a Proclamation by SafetyBeltSafe U.S.A., declaring April 2-8, 2017, as "Safety Seat Checkup Week."

Mayor Sanabria explained the Big Belly Poster Program, announced the winners and presented "Certificates of Recognition. Juan Lozano, Vice President, General Employees Association (GEA) presented gift card prizes to each winner. Prizes were a collective contribution on behalf of the GEA and the Police Officers Association (POA).

### **PUBLIC COMMENT**

1. Francisco Rivera, commented on graffiti and vandalism to parking meters on Florence, Saturn and Zoe Avenue and trash on Saturn and Zoe Avenue and between Rugby and Seville. He acknowledged GPC for doing a good job and suggested they clean the poles and hopes things will change for the better.
2. Cynthia, resident, asked for an update on her email regarding the Charter School Moratorium and law suit against the city.
3. Betty Retama, spoke in opposition to Council and staff.

## **PUBLIC COMMENT (CONTINUED)**

4. Antonio Padilla, announced that State of California drought is over, would like to know if drought is still in effect in the City and asked if the Parks and Recreation Director could look into putting up shade in the parks where children play.

## **STAFF RESPONSE**

City Manager Cisneros stated staff is aware of the graffiti issues with parking meters, residents are still encouraged to conserve water, however restrictions in the city are no longer in place and the request for shade at the parks will be forwarded to the Parks and Recreation Director.

City Attorney Alvarez-Glasman announced the case was argued in front of the Superior Court, the court Judge has not issued a ruling yet regarding the Charter School Moratorium and that the current moratorium is still in place.

## **CLOSED SESSION**

At 7:10 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)  
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager  
Employee Organization: General Employees Association (GEA)

At 7:43 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced Council was briefed and discussed closed session Item 1, direction was given, no action was taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Ortiz motioned to approve consent calendar items 2, 4, 5 and 6, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

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

## **OFFICE OF THE CITY CLERK**

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

- 1-1 Regular City Council Meeting held Tuesday, March 21, 2017;
- 1-2 Special City Council Meeting held Tuesday, March 28, 2017; and
- 1-3 Regular City Council Meeting held Tuesday, April 4, 2017.

**Motion:** Council Member Macias motioned to approve minute(s) of the City Council meeting(s), seconded by Council Member Ortiz. Motion passed 3-0-2, by the following vote:

ROLL CALL:

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

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated April 18, 2017.

## COMMUNITY DEVELOPMENT

3. **Resolution Approving Final Parcel Map No. 74448 for Property Located at 1900 Slauson Avenue (Altamed Health Services)**

### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.

**Motion:** Vice Mayor Pineda motioned to continue Consent Calendar Item 3 to the next City Council meeting in order to conduct more research, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

### ROLL CALL:

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

NOES: Council Member(s): None

4. Adopted Resolution No. 2017-09, approving Final Parcel Map No. 73782 for the subdivision of one (1) parcel, 6901 Alameda Street, into two (2) parcels (public storage).
5. Approved a Public Convenience and Necessity letter request from Corona Construction to allow an additional alcohol license (Type 20) within the census tract of where the subject property is located.
6. Approved License Agreement with CoStar for Subscription of On-Line Property, Marketing and Demographic Information Services, authorized City Manager to execute the agreement and designated the initial agreement to be for a term of 12 months, from April 19, 2017 to April 19, 2018. Thereafter, the agreement can be renewed at the City's discretion on an annual basis.

### **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### FINANCE

7. **Presentation by the Pun Group on the City's Fiscal Year (FY) 2015/2016 Financial Audit**

- REPORT ONLY -

City Manager Cisneros introduced Frances Kuo, Pun Group, who presented a PowerPoint report.

Previously at 6:04 p.m. Chair Sanabria **RECESSED** the Successor Agency to the Community Development Commission meeting to the Regular City Council Meeting.

At 8:05 p.m. Mayor Sanabria **RECONVENED** back to the Successor Agency to the Community Development Commission. SEE Successor Agency to the Community Development Commission Minutes of April 18, 2017.

## COMMUNITY DEVELOPMENT

### 8. Resolution to Create a Community Revitalization and Investment Authority (CRIA) to Operate within the Community, and Making Certain Findings and Taking Certain Actions in Connection with CRIA Law

City Manager Cisneros introduced Community Development Director Sergio Infanzon who presented the item. Mr. Infanzon introduced Joseph Dieguez, representative of Kosmont, who further explained the CRIA.

**Motion:** Council Member Macias motioned to adopt Resolution No. 2017-07, making certain findings and taking certain actions in connection with CRIA law, appoint *Council Member Ortiz, Mayor Sanabria* and *herself* to the Governing Board of the Authority Governing Board (Authority) and authorize the Authority to prepare and adopt a Community Revitalization and Investment Plan, seconded by Mayor Sanabria. Motion passed 4-0-1, by the following vote:

#### ROLL CALL:

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

### 9. General Plan Update

- Update ONLY -

City Manager Cisneros introduced Community Development Director Sergio Infanzon who presented the item. Mr. Infanzon introduced Jason Chaing and Marc Blodgette, representatives of Tierra West who provided a PowerPoint presentation.

### 10. CDBG Update

- Update ONLY -

City Manager Cisneros introduced Community Development Director Sergio Infanzon who asked Economic Development Manager Manuel Acosta to present the item. Mr. Acosta provided Council with an update.

## PUBLIC WORKS

### 11. Approve First Amendment to Contract Services Agreement (CSA) with Nationwide Environmental Services for Bus Stop and Parklets Cleaning Services

City Manager Cisneros presented the item.

**Motion:** Council Member Ortiz motioned to approve first amendment to contract with Nationwide Environmental Services for the Bus Stop and Parklet Services, authorize City Manager to execute contract and encumber the remaining portion of the annual contract amount for FY 2016/2017 for payment of services, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

## 12. Update by TLC (Tree Trimming)

- Update ONLY –

City Manager Cisneros presented the item and introduced Angel Sotelo, representative of TLC who provided an update.

Vice Mayor Pineda suggested TLC notify the Public Works Department of exposed tree roots in the public right-of-way to which Mr. Sotelo agreed on behalf of TLC.

## 13. Presentation on Formation of a Regional Joint Powers Authority for an Electric Utility Known as Los Angeles Community Choice Energy (LACCE) Authority

- Discussion and/or Action -

City Manager Cisneros introduced Staff Analyst Christina Dixon who introduced Matthew Skolnik representative with the Office of Sustainability, Los Angeles County who provided a PowerPoint presentation.

## PARKS AND RECREATION

### 14. Resolution Approving the Application for Grant Funds to the Urban Greening Program to Develop Huntington Park Linear Park Providing Connectivity, Increasing Open Space and Physical Activity Opportunities for the Community

City Manager Cisneros presented the item.

**Motion:** Council Member Macias motioned to adopt Resolution No. 2017-10, approving the application for grant funds to the Urban Greening Program for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community and authorize Director of Parks and Recreation to partner with the Trust for Public Land and to execute and submit all related grant application documents, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote.

#### ROLL CALL:

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

## DEPARTMENTAL REPORTS (Information only)

## WRITTEN COMMUNICATIONS - None

## COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, stated he is pleased with the number of presentations tonight that they are positive and would like to see more and congratulated Vice Mayor Pineda on the birth of his daughter.

Council Member Graciela Ortiz, announced the beautification event on Saturday, encouraged the public to attend, noted that the Council Members will be present, each of them at different locations, announced that two City of Huntington Parks High Schools had increased in graduation rates and wished everyone a good night.

Council Member Karina Macias, thanked staff and the Police Department for all their support, congratulated Vice Mayor Pineda on the birth of his daughter, acknowledged the Meet Your Police meetings and announced that the next meeting will be May 11<sup>th</sup> at Freedom Park.

Vice Mayor Jhonny Pineda, thanked staff for all their support, community members and all those watching at home. Announced this year is the 2<sup>nd</sup> year for the Youth Program and that applications have gone out, stating this affords youth an opportunity to gain experience working in the various departments with the city. Announced the city is looking for volunteers for the beautification event on Saturday, welcomes city staff to donate their time and wants to educate the community regarding bulky items and thanked all those who congratulated him on the birth of his daughter.

Mayor Marilyn Sanabria, congratulated Vice Mayor Pineda on the birth of his daughter, announced April 22<sup>nd</sup> is big bulky items pick up day and wished all a good night.

**ADJOURNMENT**

At 9:16 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, May 2, 2017, at 6:00 P.M

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

DRAFT

**City of Huntington Park  
List of Funds**

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
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 Traffic & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & 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  
5-2-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAMSON POLICE PRODUCTS	INV240913	225-7120-421.74-10	Equipment	451.52
	INV241486	225-7120-421.74-10	Equipment	1,249.54
	INV242153	229-7010-421.74-10	Equipment	204.45
				<b>\$1,905.51</b>
ADMIN SURE	10062	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				<b>\$7,080.40</b>
ADOLFO PACHECO	62313/62830	111-6060-466.33-20	Contractual Srv Class	480.00
	62580/63340	111-6060-466.33-20	Contractual Srv Class	152.00
				<b>\$632.00</b>
AFSCME COUNCIL 36	PPE 4/23/2017	802-0000-217.60-10	Association Dues	727.32
				<b>\$727.32</b>
ALAN'S LAWN AND GARDEN CENTER, INC.	700323	535-8090-452.61-20	Dept Supplies & Expense	854.73
				<b>\$854.73</b>
ALEJANDRA PINEDO	62243/63580	111-0000-228.20-00	Rec-Deposit Refund	500.00
				<b>\$500.00</b>
ALL CITY MANAGEMENT SERVICES	48073	111-7022-421.56-41	Contractual Srv - Other	6,387.92
				<b>\$6,387.92</b>
ALL DATA LLC.	FW012195-2017	741-8060-431.43-20	Fleet Maintenance	1,500.00
				<b>\$1,500.00</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 4/23/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>\$106.58</b>
ARAMARK UNIFORM & CAREER APPAREL	532360886	741-8060-431.61-20	Dept Supplies & Expense	100.29
				<b>\$100.29</b>
ARROYO, RICARDO	22723-21608	681-0000-228.70-00	Utility Refund	982.66
				<b>\$982.66</b>
ARTURO ROMAN	62755/63582	111-0000-228.20-00	Rec-Deposit Refund	471.50
				<b>\$471.50</b>
AT&T	000009499296	111-7010-421.53-10	Telephone & Wireless	1,628.44
	000009475322	111-9010-419.53-10	Telephone & Wireless	200.90
	000009499297	111-9010-419.53-10	Telephone & Wireless	3,711.70
	000009499299	111-9010-419.53-10	Telephone & Wireless	245.39
				<b>\$5,786.43</b>
AT&T MOBILITY	625860X03142017	111-7010-421.53-10	Telephone & Wireless	3,993.23
	625860X04142017	111-7010-421.53-10	Telephone & Wireless	4,370.00
				<b>\$8,363.23</b>
AT&T PAYMENT CENTER	2/28-3/27/2017	111-7010-421.53-10	Telephone & Wireless	439.66
	4/7-5/6/2017	111-9010-419.53-10	Telephone & Wireless	65.25
	4/7/17-5/6/17	111-9010-419.53-10	Telephone & Wireless	439.89
	4/7/17-5/6/2017	111-9010-419.53-10	Telephone & Wireless	32.94
				<b>\$977.74</b>

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B AND H SIGNS	16390	111-7022-421.61-29	Dept Supplies Traffic	150.00
	16423	111-7022-421.61-29	Dept Supplies Traffic	925.00
				<b>\$1,075.00</b>
BARAJAS, MICHAEL	20735-13104	681-0000-228.70-00	Utility Refund	72.93
				<b>\$72.93</b>
BARR & CLARK INC	43567	246-5098-463.56-41	Contractual Srvc - Other	186.00
				<b>\$186.00</b>
BATTERY SYSTEMS INC	3830699	741-8060-431.43-20	Fleet Maintenance	360.00
	3898989	741-8060-431.43-20	Fleet Maintenance	90.00
				<b>\$450.00</b>
BENEFIT ADMINISTRATION CORPORATION	6027144-IN	111-0230-413.56-41	Contractual Srvc - Other	80.00
				<b>\$80.00</b>
BRIZUELA'S IRON WORK	0676	111-9010-419.74-10	Equipment	1,962.00
				<b>\$1,962.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	100000014935343	111-0110-411.23-50	Unfunded PERS Contr-Misc	1,201.15
	100000014935343	111-0210-413.23-50	Unfunded PERS Contr-Misc	3,223.49
	100000014935368	111-0210-413.23-50	Unfunded PERS Contr-Misc	0.48
	100000014935343	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,936.46
	100000014935343	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,269.27
	100000014935343	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,976.54
	100000014935360	111-3010-415.23-50	Unfunded PERS Contr-Misc	2.94
	100000014935343	111-5010-419.23-50	Unfunded PERS Contr-Misc	6,529.13
	100000014935368	111-5010-419.23-50	Unfunded PERS Contr-Misc	0.48
	100000014935343	111-6010-451.23-50	Unfunded PERS Contr-Misc	3,511.95
	100000014935343	111-7010-421.23-50	Unfunded PERS Contr-Misc	4,291.94
	100000014935353	111-7010-421.24-50	Unfunded PERS Contr-Sworn	100,177.56
	100000014935343	111-8010-431.23-50	Unfunded PERS Contr-Misc	12,261.41
	PPE 3/26/2017	802-0000-217.30-10	PERS	33,821.39
	PPE 3/26/2017	802-0000-218.10-10	PERS Employer	56,746.07
CARL WARREN & CO.	1799755	745-9031-413.33-70	Contractual Srv 3rd Party	1,000.00
	1799757	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1799758	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1799759	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
				<b>\$2,125.00</b>
CARLA ENRIQUETA TORRES GARCIA	62997/63189	111-6060-466.33-20	Contractual Srv Class	112.00
				<b>\$112.00</b>
CCAP AUTO LEASE LTD	4/14/2017	226-9010-419.74-20	Vehicle Leases	223.21
				<b>\$223.21</b>

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CENTRAL FORD	295695	741-8060-431.43-20	Fleet Maintenance	222.38
				<b>\$222.38</b>
CINTAS CORPORATION	5007622529	111-7010-421.61-20	Dept Supplies & Expense	627.91
				<b>\$627.91</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 4/23/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>\$380.84</b>
CITY OF HUNTINGTON PARK GEA	PPE 4/23/2017	802-0000-217.60-10	Association Dues	140.05
				<b>\$140.05</b>
CITY OF SOUTH GATE	9	252-7010-421.56-41	Contractual Srvc - Other	4,020.00
				<b>\$4,020.00</b>
CITY OF TUSTIN	3/15/2017	111-0230-413.64-05	Employee Recognition	275.00
				<b>\$275.00</b>
CLINICAL LAB OF SAN BERNARDINO, INC	955736	681-8030-461.56-41	Contractual Srvc - Other	1,429.75
				<b>\$1,429.75</b>
COLINDRES, IRMA	21203-1374	681-0000-228.70-00	Utility Refund	72.39
				<b>\$72.39</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 4/23/2017	802-0000-217.50-40	Life-Cancer Insurance	1,258.24
				<b>\$1,258.24</b>
DAPEER, ROSENBLIT & LITVAK	13156	111-0220-411.32-20	Legal Exp - Prosecutor Sv	403.70
				<b>\$403.70</b>
DAPPER TIRE CO.	44362053	741-8060-431.43-20	Fleet Maintenance	227.59
				<b>\$227.59</b>
DATA TICKET INC.	78716	111-3010-415.44-00	Rentals & Leases	1,140.00
	78716	111-3010-415.56-15	Citation Prkng Collection	2,380.87
	78716	111-3010-415.56-41	Contractual Srvc - Other	8,744.37
	76869	111-7065-441.56-41	Contractual Srvc - Other	121.67
	78161	111-7065-441.56-41	Contractual Srvc - Other	261.72
	78238	111-9010-419.56-41	Contractual Srvc - Other	225.67
				<b>\$12,874.30</b>
DAVID GOMEZ	62807/63578	111-0000-347.20-00	Rec-Sports Youth Refund	60.00
				<b>\$60.00</b>
DAY WIRELESS SYSTEMS	198719-00	111-7010-421.56-41	Contractual Srvc - Other	798.45
	200126-00	111-7010-421.56-41	Contractual Srvc - Other	168.13
	432373	111-7010-421.56-41	Contractual Srvc - Other	1,711.88
	433046	111-7010-421.56-41	Contractual Srvc - Other	166.50
				<b>\$2,844.96</b>
DE LAGE LANDEN	54199043	111-9010-419.44-10	Rent ( Incl Equip Rental)	1,708.01
	54221245	111-9010-419.44-10	Rent ( Incl Equip Rental)	2,046.28
				<b>\$3,754.29</b>

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DEERE & COMPANY	115690016	226-9010-419.74-20	Vehicle Leases	10,144.25
				<b>\$10,144.25</b>
DELTA DENTAL	BE002183214	802-0000-217.50-20	Dental Insurance	7,862.03
				<b>\$7,862.03</b>
DELTA DENTAL INSURANCE COMPANY	BE002179922	802-0000-217.50-20	Dental Insurance	2,783.39
				<b>\$2,783.39</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	4/15/2017	111-7065-441.56-41	Contractual Srvc - Other	7,635.83
				<b>\$7,635.83</b>
DEPARTMENT OF JUSTICE	224408	111-7030-421.56-41	Contractual Srvc - Other	1,093.00
				<b>\$1,093.00</b>
DF POLYGRAPH	2017/3	111-7010-421.56-41	Contractual Srvc - Other	1,400.00
				<b>\$1,400.00</b>
DIMENSION DATA NORTH AMERICA, INC	8039400	111-7010-421.53-10	Telephone & Wireless	325.00
				<b>\$325.00</b>
DO, DOAN	22485-1236	681-0000-228.70-00	Utility Refund	81.84
				<b>\$81.84</b>
DONNA G. SCHWARTZ	4/11/2017	111-1010-411.59-15	Professional Development	120.91
				<b>\$120.91</b>
DUNN EDWARDS CORPORATION	2009224121	111-9010-419.74-10	Equipment	304.35
				<b>\$304.35</b>
E.B. BRADLEY CO.	1680560-00	111-8024-421.43-10	Buildings - O S & M	6.53
				<b>\$6.53</b>
E.J. WARD, INC.	0059635-IN	741-8060-431.43-20	Fleet Maintenance	522.00
				<b>\$522.00</b>
ELSA JIMENEZ	63282/63579	111-0000-228.20-00	Rec Deposit-Refundable	440.00
				<b>\$440.00</b>
ESTELA RAMIREZ	63237/63452	111-6060-466.33-20	Contractual Srv Class	228.80
				<b>\$228.80</b>
EXPERT ROOTER	94082	111-8023-451.43-10	Buildings - O S & M	132.00
	94015	535-8090-452.43-20	Maintenance	264.00
				<b>\$396.00</b>
EXPRESS PIPE & SUPPLY CO., LLC	S101714344.001	111-8023-451.43-10	Buildings - O S & M	393.07
				<b>\$393.07</b>
F&A FEDERAL CREDIT UNION	PPE 4/23/2017	802-0000-217.60-40	Credit Union	12,200.00
				<b>\$12,200.00</b>
FEDEX	5-770-08424	111-9010-419.61-20	Dept Supplies & Expense	282.76
				<b>\$282.76</b>

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FERNANDA PALACIOS	3/26/2017	246-5098-463.59-15	Professional Development	101.90
	3/27/2017	246-5098-463.59-15	Professional Development	54.00
	3/28/2017	246-5098-463.59-15	Professional Development	54.00
	3/29/2017	246-5098-463.59-15	Professional Development	40.50
	564	246-5098-463.59-15	Professional Development	37.00
				<b>\$287.40</b>
FLORES, LORENZO	1503-21400	681-0000-228.70-00	Utility Refund	50.00
				<b>\$50.00</b>
GALLS, LLC	BC0394147	111-7022-421.61-24	Patrol Admin Volunteers	152.62
	BC0400445	111-7022-421.61-24	Patrol Admin Volunteers	112.94
	BC0400603	111-7022-421.61-24	Patrol Admin Volunteers	13.08
	BC0400683	111-7022-421.61-24	Patrol Admin Volunteers	108.58
	BC0401164	111-7022-421.61-24	Patrol Admin Volunteers	74.07
	BC0401216	111-7022-421.61-24	Patrol Admin Volunteers	38.97
				<b>\$500.26</b>
GARDA CL WEST, INC.	20222766	111-9010-419.33-10	Bank Services	36.71
				<b>\$36.71</b>
GRACIELA ORTIZ	62354/63576	111-0000-228.20-00	Rec Deposit-Refundable	500.00
				<b>\$500.00</b>
GRAFFITI PROTECTIVE COATINGS INC.	1005-0317	111-8095-431.56-75	Contract Grafitti Removal	26,725.25
	1005-0317	239-8095-431.56-75	Contract Grafitti Removal	5,524.75
				<b>\$32,250.00</b>
GUZMAN, EDGAR A.	21139-1234	681-0000-228.70-00	Utility Refund	19.58
				<b>\$19.58</b>
HILTI INC	4609204618	111-9010-419.74-10	Equipment	735.08
	4609208527	111-9010-419.74-10	Equipment	80.87
				<b>\$815.95</b>
HUNTINGTON PARK CAR WASH	3/1-3/31/17	741-8060-431.43-20	Fleet Maintenance	587.00
				<b>\$587.00</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 4/23/2017	802-0000-217.60-10	Association Dues	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 4/23/2017	802-0000-217.60-10	Association Dues	4,703.53
				<b>\$4,703.53</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC8915	111-1010-411.74-10	Equipment	151.22
	RGC9770	111-1010-411.74-10	Equipment	22.95
	RGC9995	111-1010-411.74-10	Equipment	100.81
				<b>\$274.98</b>
IBE DIGITAL	401256	111-9010-419.44-10	Rent ( Incl Equip Rental)	16.31
	402986	111-9010-419.44-10	Rent ( Incl Equip Rental)	16.31
				<b>\$32.62</b>

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IMPACT TIRE SERVICE	6509	741-8060-431.43-20	Fleet Maintenance	40.00
	6512	741-8060-431.43-20	Fleet Maintenance	40.00
	6532	741-8060-431.43-20	Fleet Maintenance	40.00
				<b>\$120.00</b>
INTER VALLEY POOL SUPPLY, INC	93760	681-8030-461.41-00	Water Purchase	166.39
	93761	681-8030-461.41-00	Water Purchase	266.22
	93953	681-8030-461.41-00	Water Purchase	91.51
	93954	681-8030-461.41-00	Water Purchase	224.62
	93955	681-8030-461.41-00	Water Purchase	415.97
				<b>\$1,164.71</b>
JCL TRAFFIC	89757	111-8010-431.61-21	Materials	1,543.33
	90077	111-8010-431.61-21	Materials	598.13
				<b>\$2,141.46</b>
JDS TANK TESTING & REPAIR INC	10129	741-8060-431.43-20	Fleet Maintenance	1,475.00
				<b>\$1,475.00</b>
KEYSTONE UNIFORM DEPOT	063581	111-7022-421.61-24	Patrol Admin Volunteers	54.32
	063676	111-7022-421.61-24	Patrol Admin Volunteers	216.02
	063710	111-7022-421.61-24	Patrol Admin Volunteers	794.31
				<b>\$1,064.65</b>
LA COUNTY SHERIFF'S DEPT	173681SS	111-7022-421.56-41	Contractual Srvc - Other	1,437.53
				<b>\$1,437.53</b>
LAN WAN ENTERPRISE, INC	57543	111-1010-411.74-10	Equipment	487.04
	57782	111-9010-419.43-15	Financial Systems	485.96
	57780	111-9010-419.74-10	Equipment	3,606.84
	57153	681-8030-461.61-20	Dept Supplies & Expense	78.30
	57348	681-8030-461.61-20	Dept Supplies & Expense	264.56
	57565	681-8030-461.61-20	Dept Supplies & Expense	396.00
	57709	681-8030-461.61-20	Dept Supplies & Expense	59.61
				<b>\$5,378.31</b>
LARIOS, RAMON & LETICIA	17253-7180	681-0000-228.70-00	Utility Refund	44.89
				<b>\$44.89</b>
LB JOHNSON HARDWARE CO #1	688219	111-8024-421.43-10	Buildings - O S & M	10.85
	687814	535-8090-452.61-20	Dept Supplies & Expense	30.41
	688163	535-8090-452.61-20	Dept Supplies & Expense	102.50
	687948	741-8060-431.43-20	Fleet Maintenance	122.81
	687974	741-8060-431.43-20	Fleet Maintenance	49.57
	688282	741-8060-431.43-20	Fleet Maintenance	34.78
	688587	741-8060-431.43-20	Fleet Maintenance	5.97
	688706	741-8060-431.43-20	Fleet Maintenance	28.25

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LEAD TECH ENVIRONMENTAL	10837	246-5098-463.56-41	Contractual Srvc - Other	603.00
				<b>\$603.00</b>
LEGAL SHIELD	4/15/2017	802-0000-217.60-50	Legal Shield Plan	132.50
				<b>\$132.50</b>
LGP EQUIPMENT RENTALS INC	39625	111-8010-431.61-21	Materials	269.16
	39640	111-8010-431.61-21	Materials	179.44
	39691	111-8010-431.61-21	Materials	269.16
				<b>\$717.76</b>
LOGAN SUPPLY COMPANY, INC.	90596	221-8010-431.61-20	Dept Supplies & Expense	11.42
	90594	535-8090-452.61-20	Dept Supplies & Expense	43.07
				<b>\$54.49</b>
MANUEL PRIETO	63131/63500	111-6060-466.33-20	Contractual Srv Class	243.20
	63267/63288	111-6060-466.33-20	Contractual Srv Class	152.00
				<b>\$395.20</b>
MARIA TORRES-CASTANEDA	3/26/2017	246-5098-463.59-15	Professional Development	84.19
	3/27/2017	246-5098-463.59-15	Professional Development	54.00
	3/28/2017	246-5098-463.59-15	Professional Development	54.00
	3/29/2017	246-5098-463.59-15	Professional Development	40.50
				<b>\$232.69</b>
MARTIN & CHAPMAN CO.	2017076	111-1010-411.31-10	Municipal Election	1,024.21
				<b>\$1,024.21</b>
MCMMASTER-CARR SUPPLY CO.	19809934	111-8023-451.43-10	Buildings - O S & M	53.28
	22697633	111-8023-451.43-10	Buildings - O S & M	23.86
				<b>\$77.14</b>
MELGAREJO, SUSAN	20769-818	681-0000-228.70-00	Utility Refund	52.13
				<b>\$52.13</b>
NAJAR INVESTIGATIONS	583	111-0230-413.61-20	Dept Supplies & Expense	1,200.00
				<b>\$1,200.00</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 4/23/2017	802-0000-217.40-10	Deferred Compensation	17,311.91
				<b>\$17,311.91</b>
NATIONAL SIGNAL INC.	0025474-IN	741-8060-431.43-20	Fleet Maintenance	175.00
				<b>\$175.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	28299	220-8070-431.56-41	Contractual Srvc - Other	9,288.50
				<b>\$9,288.50</b>
NEW CHEF FASHION INC.	867971	111-7040-421.61-33	Dept Supplies Prop Evidnc	97.85
				<b>\$97.85</b>
NICK ALEXANDER RESTORATION	3369	741-8060-431.43-20	Fleet Maintenance	134.24
				<b>\$134.24</b>
NORMA URENA	63234/63397	111-6060-466.33-20	Contractual Srv Class	132.00
				<b>\$132.00</b>

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O'REILLY AUTO PARTS	2959-182245	219-0250-431.43-21	Metro Transit O S & M	93.27
	2959-200147	219-0250-431.43-21	Metro Transit O S & M	18.91
	2959-202497	219-0250-431.43-21	Metro Transit O S & M	11.96
	2959-202506	219-0250-431.43-21	Metro Transit O S & M	18.91
	2959-218579	219-0250-431.43-21	Metro Transit O S & M	18.91
	2959-222110	219-0250-431.43-21	Metro Transit O S & M	10.37
	2959-222111	219-0250-431.43-21	Metro Transit O S & M	10.37
	2959-222142	219-0250-431.43-21	Metro Transit O S & M	22.83
	2959-224678	219-0250-431.43-21	Metro Transit O S & M	39.56
	2959-215501	741-8060-431.43-20	Fleet Maintenance	656.87
	2959-215527	741-8060-431.43-20	Fleet Maintenance	75.81
	2959-215530	741-8060-431.43-20	Fleet Maintenance	65.20
	2959-215692	741-8060-431.43-20	Fleet Maintenance	19.55
	2959-216057	741-8060-431.43-20	Fleet Maintenance	44.03
	2959-216752	741-8060-431.43-20	Fleet Maintenance	26.09
	2959-218612	741-8060-431.43-20	Fleet Maintenance	1,998.84
	2959-219146	741-8060-431.43-20	Fleet Maintenance	43.41
	2959-219222	741-8060-431.43-20	Fleet Maintenance	41.11
	2959-219600	741-8060-431.43-20	Fleet Maintenance	149.59
	2959-219920	741-8060-431.43-20	Fleet Maintenance	72.69
	2959-220039	741-8060-431.43-20	Fleet Maintenance	7.82
	2959-220298	741-8060-431.43-20	Fleet Maintenance	49.91
	2959-220528	741-8060-431.43-20	Fleet Maintenance	31.55
	2959-221886	741-8060-431.43-20	Fleet Maintenance	37.19
	2959-221924	741-8060-431.43-20	Fleet Maintenance	37.18
	2959-221930	741-8060-431.43-20	Fleet Maintenance	51.92
	2959-222205	741-8060-431.43-20	Fleet Maintenance	25.94
	2959-222470	741-8060-431.43-20	Fleet Maintenance	53.65
	2959-223117	741-8060-431.43-20	Fleet Maintenance	14.75
	2959-224509	741-8060-431.43-20	Fleet Maintenance	253.39
	2959-224532	741-8060-431.43-20	Fleet Maintenance	31.15
	2959-225358	741-8060-431.43-20	Fleet Maintenance	32.15
	2959-227337	741-8060-431.43-20	Fleet Maintenance	32.41
	2959-227769	741-8060-431.43-20	Fleet Maintenance	60.67
	2959-227790	741-8060-431.43-20	Fleet Maintenance	75.73
	2959-227883	741-8060-431.43-20	Fleet Maintenance	173.23
	2959-227918	741-8060-431.43-20	Fleet Maintenance	140.45
	2959-227953	741-8060-431.43-20	Fleet Maintenance	-172.23
	2959-230101	741-8060-431.43-20	Fleet Maintenance	49.52
	2959-230143	741-8060-431.43-20	Fleet Maintenance	43.46

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-2-2017**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>
O'REILLY AUTO PARTS	2959-230897	741-8060-431.43-20	Fleet Maintenance	18.59
				<b>\$4,486.71</b>
OK PRINTING DESIGN & DIGITAL PRINT	403	111-7030-421.61-20	Dept Supplies & Expense	82.34
				<b>\$82.34</b>
ORTIZ, LYSETTE	22157-24688	681-0000-228.70-00	Utility Refund	171.15
				<b>\$171.15</b>
OSUNA SINALOA AUTO GLASS CORP	1000560	741-8060-431.43-20	Fleet Maintenance	316.10
				<b>\$316.10</b>
PACIFIC ALTERNATORS	7566	741-8060-431.43-20	Fleet Maintenance	70.85
				<b>\$70.85</b>
PACIFIC BUS LINE	008952	219-0250-431.57-70	Recreation Transit	780.00
				<b>\$780.00</b>
PARAMOUNT ICELAND INC.	63333/63333	111-6060-466.33-20	Contractual Srv Class	76.80
				<b>\$76.80</b>
PARS	37080	111-9010-419.56-41	Contractual Srv - Other	393.32
	36944	217-0230-413.56-41	Contractual Srv - Other	2,185.45
				<b>\$2,578.77</b>
PEARLA NOVACK	62011/63581	111-0000-228.20-00	Rec Deposit Refundable	500.00
				<b>\$500.00</b>
PEDROZA, JOSE	1799-21578	681-0000-228.70-00	Utility Refund	5.78
				<b>\$5.78</b>
PENSKE CHEVROLET	208188	741-8060-431.43-20	Fleet Maintenance	236.73
	208492	741-8060-431.43-20	Fleet Maintenance	321.72
				<b>\$558.45</b>
PRUDENTIAL OVERALL SUPPLY	50988813	111-6010-451.56-41	Contractual Srv - Other	122.91
	50984857	111-7010-421.61-20	Dept Supplies & Expense	18.94
				<b>\$141.85</b>
R&P WOOD PRODUCTS INC	1010	535-8090-452.61-20	Dept Supplies & Expense	1,642.12
				<b>\$1,642.12</b>
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0463869-IN	111-8020-431.43-10	Buildings - O S & M	217.50
				<b>\$217.50</b>
RESOURCE BUILDING MATERIALS	2128065	111-9010-419.74-10	Equipment	612.01
				<b>\$612.01</b>
RICOH AMERICAS CORP	54015641	111-6010-451.56-41	Contractual Srv - Other	233.37
				<b>\$233.37</b>
RIO HONDO COLLEGE	44103171516004	111-7010-421.59-20	Professional Develop Post	30.00
				<b>\$30.00</b>
RIVERSIDE COUNTY SHERIFF'S DEPT	2200-31725	111-7010-421.59-20	Professional Develop Post	180.00
				<b>\$180.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-2-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SANDRO ZAMORA SR	63437/63485	111-0000-228.20-00	Rec Deposit Refundable	500.00
	63437/63485	111-0000-347.30-00	Parks & Rec/Personnel Fees	294.00
	63437/63485	111-0000-347.70-00	Parks & Rec/Facility Fees	305.00
				<b>\$1,099.00</b>
SMART & FINAL	030924	111-6020-451.61-35	Recreation Supplies	41.54
	042095	111-6020-451.61-35	Recreation Supplies	91.70
	042374	111-6020-451.61-35	Recreation Supplies	52.17
	050500	111-6020-451.61-35	Recreation Supplies	49.70
	052532	111-6020-451.61-35	Recreation Supplies	53.46
	124599	111-7010-421.61-20	Dept Supplies & Expense	182.44
	124604	111-7010-421.61-20	Dept Supplies & Expense	4.88
	54049	111-7010-421.61-20	Dept Supplies & Expense	76.41
	114244	285-8050-432.61-20	Dept Supplies & Expense	22.68
				<b>\$574.98</b>
SMITH FASTENER	244390	535-8090-452.61-20	Dept Supplies & Expense	14.18
	244394	535-8090-452.61-20	Dept Supplies & Expense	87.04
	346117	535-8090-452.61-20	Dept Supplies & Expense	35.26
	65071-2	535-8090-452.61-20	Dept Supplies & Expense	9.01
	STD0001980	535-8090-452.61-20	Dept Supplies & Expense	193.11
	STD0002024	535-8090-452.61-20	Dept Supplies & Expense	13.89
	STD0002593	535-8090-452.61-20	Dept Supplies & Expense	18.17
	STD0002692	535-8090-452.61-20	Dept Supplies & Expense	8.21
				<b>\$378.87</b>
SOUTHERN CALIFORNIA MUNICIPAL	521	111-6040-451.61-35	Recreation Supplies	82.13
				<b>\$82.13</b>
SPARKLETTS	15010561040817	111-5010-419.61-20	Dept Supplies & Expense	23.26
	15010561040817	111-8020-431.61-20	Dept Supplies & Expense	23.25
	15010561040817	239-5040-463.61-20	Dept Supplies & Expense	23.25
				<b>\$69.76</b>
ST FRANCIS, LLC.	1661017	221-8014-429.56-41	Contractual Srvc - Other	797.50
				<b>\$797.50</b>
STANDARD INSURANCE COMPANY	4/1/2017	802-0000-217.50-70	Life, ADD, LT Disability	7,073.13
	5/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,182.11
				<b>\$8,255.24</b>
STAPLES ADVANTAGE	8043873646	111-0210-413.61-20	Dept Supplies & Expense	225.05
	8043873646	111-0230-413.61-20	Dept Supplies & Expense	560.45
	8043873646	111-1010-411.61-20	Dept Supplies & Expense	69.75
	8043873646	111-3010-415.61-20	Dept Supplies & Expense	464.53
	8043873646	111-6010-451.61-20	Dept Supplies & Expense	105.94
	8043873646	111-7010-421.61-20	Dept Supplies & Expense	181.78

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-2-2017**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>
STAPLES ADVANTAGE	8043873646	111-7022-421.61-24	Patrol Admin Volunteers	929.12
	8043873646	111-7030-421.61-20	Dept Supplies & Expense	81.44
	8043873646	111-7040-421.61-31	Dept Supplies Records	72.41
	8043873646	111-8020-431.61-20	Dept Supplies & Expense	23.01
				<b>\$2,713.48</b>
SUNGARD PUBLIC SECTOR INC.	135914	111-9010-419.43-15	Financial Systems	10,859.50
				<b>\$10,859.50</b>
THE OFFICE CONNECTION	25279	111-1010-411.61-20	Dept Supplies & Expense	350.07
	25279	111-3010-415.61-20	Dept Supplies & Expense	156.93
	25279	111-6010-451.61-20	Dept Supplies & Expense	60.36
	25279	111-7010-421.61-20	Dept Supplies & Expense	615.64
	25279	111-8020-431.61-20	Dept Supplies & Expense	24.13
				<b>\$1,207.13</b>
TRANSTECH ENGINEERS, INC.	20162493	111-5010-419.56-41	Contractual Srvc - Other	125.00
	20162497	111-5010-419.56-41	Contractual Srvc - Other	360.00
	20162498	111-5010-419.56-41	Contractual Srvc - Other	360.00
	20162499	111-5010-419.56-41	Contractual Srvc - Other	180.00
	20162505	111-5010-419.56-41	Contractual Srvc - Other	672.50
	20162789	111-5010-419.56-41	Contractual Srvc - Other	165.00
	20162794	111-5010-419.56-41	Contractual Srvc - Other	187.50
	20162797	111-5010-419.56-41	Contractual Srvc - Other	125.00
	20162803	111-5010-419.56-41	Contractual Srvc - Other	125.00
	20171211	111-5010-419.56-41	Contractual Srvc - Other	360.00
	20171216	111-5010-419.56-41	Contractual Srvc - Other	55.00
	20171217	111-5010-419.56-41	Contractual Srvc - Other	345.00
	20171233	111-5010-419.56-41	Contractual Srvc - Other	462.50
	20171234	111-5010-419.56-41	Contractual Srvc - Other	462.50
	20171407	111-5010-419.56-41	Contractual Srvc - Other	165.00
	20171409	111-5010-419.56-41	Contractual Srvc - Other	220.00
	20171410	111-5010-419.56-41	Contractual Srvc - Other	110.00
	20171424	111-5010-419.56-41	Contractual Srvc - Other	125.00
	20171425	111-5010-419.56-41	Contractual Srvc - Other	117.50
	20171433	111-5010-419.56-41	Contractual Srvc - Other	450.00
	20171443	222-4010-431.73-10	Improvements	23,685.00
				<b>\$28,857.50</b>
TRIANGLE SPORTS	34498	111-6030-451.61-35	Recreation Supplies	734.06
				<b>\$734.06</b>
TRIMMING LAND CO INC	3827	535-8090-452.56-60	Contract Landscape Labor	325.00
	3828	535-8090-452.56-60	Contract Landscape Labor	2,599.00

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-2-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TRIMMING LAND CO INC	3842	535-8090-452.56-60	Contract Landscape Labor	255.00
	3852	535-8090-452.56-60	Contract Landscape Labor	9,452.00
				<b>\$12,631.00</b>
TYCO INTEGRATED SECURITY	28430420	111-7010-421.56-41	Contractual Srvc - Other	3,444.72
				<b>\$3,444.72</b>
U.S. BANK	PPE 4/23/2017	802-0000-217.30-20	PARS	4,140.48
	PPE 4/23/2017	802-0000-218.10-05	PARS EMPLOYER	13,852.65
				<b>\$17,993.13</b>
U.S. HEALTH WORKS	3093182-CA	111-0230-413.56-41	Contractual Srvc - Other	83.00
	3096348-CA	111-0230-413.56-41	Contractual Srvc - Other	262.00
	3099958-CA	111-0230-413.56-41	Contractual Srvc - Other	707.00
	3102928-CA	111-0230-413.56-41	Contractual Srvc - Other	83.00
				<b>\$1,135.00</b>
UNDERGROUND SERVICE ALERT OF SO CAL	320170128	221-8014-429.56-41	Contractual Srvc - Other	369.00
				<b>\$369.00</b>
UNITED PACIFIC WASTE & RECYCLING	1870581	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				<b>\$16,680.00</b>
VALLARTA COLLISION & BODY SHOP INC.	3/30/2017	111-7022-421.61-24	Patrol Admin Volunteers	700.00
	4/19/2017	111-7022-421.61-24	Patrol Admin Volunteers	700.00
				<b>\$1,400.00</b>
VICTOR SMOG TEST CENTER	37187	741-8060-431.43-20	Fleet Maintenance	33.00
	37189	741-8060-431.43-20	Fleet Maintenance	33.00
	37196	741-8060-431.43-20	Fleet Maintenance	33.00
	37198	741-8060-431.43-20	Fleet Maintenance	33.00
	37203	741-8060-431.43-20	Fleet Maintenance	33.00
	37209	741-8060-431.43-20	Fleet Maintenance	33.00
	37213	741-8060-431.43-20	Fleet Maintenance	33.00
				<b>\$231.00</b>
VORTEX INDUSTRIES	03-1119180-1	111-8023-451.43-10	Buildings - O S & M	384.00
				<b>\$384.00</b>
VULCAN MATERIALS COMPANY	71402336	111-8010-431.61-21	Materials	81.78
	71405879	111-8010-431.61-21	Materials	118.06
	71408700	111-8010-431.61-21	Materials	79.51
	71408701	111-8010-431.61-21	Materials	83.29
	71408702	111-8010-431.61-21	Materials	44.59
	71414127	111-8010-431.61-21	Materials	411.39
	71416127	111-8010-431.61-21	Materials	81.02
	71416128	111-8010-431.61-21	Materials	82.53
				<b>\$982.17</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-2-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALNUT PARK OF CONG.	63045/63577	111-0000-228.20-00	Rec Depsoit-Refundable	500.00
				<b>\$500.00</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S106933627.001	111-8022-419.43-10	Buildings - O S & M	73.58
	S107006287.001	111-8023-451.43-10	Buildings - O S & M	58.53
	S107143619.001	111-8023-451.43-10	Buildings - O S & M	138.10
	S107132998.002	535-8016-431.61-45	Street Lighting Supplies	229.64
	S107408761.001	535-8016-431.61-45	Street Lighting Supplies	380.17
	S107151086.001	535-8090-452.61-20	Dept Supplies & Expense	283.30
				<b>\$1,163.32</b>
WELLS FARGO BANK-FIT	PPE 4/23/2017	802-0000-217.20-10	Federal W/Holding	62,106.01
				<b>\$62,106.01</b>
WELLS FARGO BANK-MEDICARE	PPE 4/23/2017	802-0000-217.10-10	Medicare	7,311.67
				<b>\$7,311.67</b>
WELLS FARGO BANK-SIT	PPE 4/23/2017	802-0000-217.20-20	State W/Holding	18,932.07
				<b>\$18,932.07</b>
WEST GOVERNMENT SERVICES	835895298	111-7030-421.56-41	Contractual Srvc - Other	636.00
				<b>\$636.00</b>
WESTCHESTER MEDICAL GROUP	CH139-7814	111-0230-413.56-41	Contractual Srvc - Other	200.00
				<b>\$200.00</b>
WESTERN EXTERMINATOR COMPANY	4990892	111-8020-431.56-41	Contractual Srvc - Other	64.50
	4990892	111-8022-419.56-41	Contractual Srvc - Other	47.00
	4990892	111-8023-451.56-41	Contractual Srvc - Other	88.50
	4990892	111-8024-421.56-41	Contractual Srvc - Other	48.00
				<b>\$248.00</b>
WESTERN FENCE & SUPPLY CO	21680-45994	535-8090-452.61-20	Dept Supplies & Expense	91.35
	21758-46035	535-8090-452.61-20	Dept Supplies & Expense	1,500.00
				<b>\$1,591.35</b>
WILLDAN FINANCIAL SERVICES	010-32386	111-9010-419.56-41	Contractual Srvc - Other	200.00
	010-32385	535-8016-431.56-41	Contractual Srvc - Other	1,900.91
				<b>\$2,100.91</b>
WILMAR	394877062	111-8020-431.43-10	Buildings - O S & M	29.67
	395799919	111-8024-421.43-10	Buildings - O S & M	17.16
				<b>\$46.83</b>
YIM, HARRY	16889-8772	681-0000-228.70-00	Utility Refund	12.62
				<b>\$12.62</b>
				<b>\$655,883.96</b>

# CITY OF HUNTINGTON PARK

**City Council Meeting Agenda  
Tuesday, May 2, 2017**

## REGULAR AGENDA

### OFFICE OF THE CITY CLERK

3. **Appointments of City Council Members to the Various Outside Committees and/or Organizations**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointment to Independent Cities Association.

# CITY OF HUNTINGTON PARK

## City Council Meeting Agenda Tuesday, May 2, 2017

### REGULAR AGENDA

#### OFFICE OF THE CITY CLERK

**4. Appointments, Re-Appointments and Removal (if Necessary) by Council Members to the Various City Commissions**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appointments, re-appointments and removal (if necessary) to the following:
  - a. Civil Service Commission
  - b. Health & Education Commission
  - c. Historic Preservation Commission
  - d. Parks and Recreation Commission
  - e. Planning Commission
  - f. Youth Commission (Each Council Member appoints two (2))



# CITY OF HUNTINGTON PARK

Administration  
City Council Agenda Report

May 2, 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 AGREEMENT WITH GRANICUS, FOR MEDIA MANAGEMENT SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve one of the options with Granicus, for media management services:
  - a. Authorize the City Manager to exercise the option in the current agreement with Granicus for the next year consistent with the First Amendment which includes a 3% CPI increase; or
  - b. Approve a new agreement for a two (2) year term with no CPI increase in the first year and a 3% CPI increase in the second year, if approved, authorize City Manager to execute new agreement; or
  - c. Direct staff to terminate agreement with Granicus and go out to RFP.

### **BACKGROUND**

On July 15, 2015, the City Council approved a First Amendment to Agreement (Attachment A) with Granicus for an upgrade to video streaming software (Granicus Open Platform). The term of the agreement was through June 8, 2016 with an automatic renewal in perpetuity for terms of one (1) year each. Since neither party terminated the agreement before the term ended June 8, 2016 the next one (1) year term went into effect. The current term of the contract is set to expire June 8, 2017. Granicus provided staff with another option, a new contract with a two (2) year term with no CPI increase for the first year but with a 3% increase second year with an automatic renewal in perpetuity for terms of one (1) year each. (Attachment B).

## **APPROVE AGREEMENT WITH GRANICUS, FOR MEDIA MANGEMENT SERVICES**

May 2, 2017

Page 2 of 2

### **FISCAL IMPACT/FINANCING**

Funding for Media Management Services was approved in the City's Adopted Budget for \$10,680 in account number 111-1010-411.56-41.

If option one is approved, an additional amount of \$321, will need to be budgeted for FY 2017-2018 in account number 111-1010-411.56-41 for contractual services.

### **CONCLUSION**

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

### **ATTACHMENT(S)**

- A. First Amendment to Agreement
- B. New Agreement
- C. Budgetary Quote, includes CPI

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF HUNTINGTON PARK, CALIFORNIA**

This First Amendment to the Granicus, Inc. Service Agreement dated July 1, 2015 is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as “Granicus”), and the city of Huntington Park, CA (hereinafter referred to as “Client”), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated December 14, 2010 (the “Agreement”); and

WHEREAS, in addition to Client’s existing solution, Client wishes to add the Granicus Government Transparency Solution as detailed in the Proposal dated May 20, 2015, which is attached as Exhibit A and incorporated herein by reference;

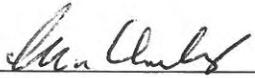
NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

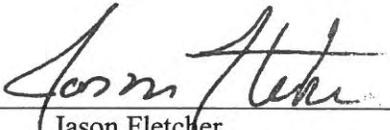
1. Compensation shall be amended to include an additional three thousand five hundred dollars (\$3,500.00) upfront and five hundred dollars (\$500.00) per month as detailed in Exhibit A. As amended, Client’s Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Unless earlier terminated in accordance with the Agreement, or extended by the Client, the term of the Agreement shall continue in full force and effect until June 8, 2016. The Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.
3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - A. Paragraphs set forth in the body of this First Amendment
  - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

**CITY OF HUNTINGTON PARK, CA**

**GRANICUS, INC.**

By: 

By:   
Jason Fletcher  
CEO

Date: 7-1-15

Date: 7/21/15

# **EXHIBIT “A”**

## **Granicus Inc. Proposal**



# Huntington Park GT Upgrade 2015

**PRESENTED BY:** Ahmad Abderrahim, Granicus

**PRESENTED TO:** Huntington Park

**DELIVERED ON:** May 20, 2015

## Pricing Breakdown for your Solution

Hardware			
Name	Quantity	Unit (Upfront)	Total (Upfront)
Granicus Encoding Appliance Hardware - Government Transparency Suite	1	\$2,500.00	\$2,500.00
Shipping - Large Item	1	\$125.00	\$125.00
<b>Total Hardware Upfront:</b>			<b>\$2,625.00</b>

Software as a Service			
Name	Quantity	Unit (Monthly)	Total (Monthly)
Government Transparency Suite	1	\$400.00	\$400.00
Granicus Encoding Appliance Software - Government Transparency Suite	1	\$100.00	\$100.00
<b>Total Software Monthly Cost:</b>			<b>\$500.00</b>

Professional Services (Training & Installation)			
Name	Quantity	Unit (Upfront)	Total (Upfront)
Encoding Appliance Hardware Configuration - Government Transparency Suite	1	\$875.00	\$875.00
<b>Total Training Upfront:</b>			<b>\$875.00</b>

**Total Upfront Cost:** \$3,500.00  
**Total Monthly Cost:** \$500.00

## Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here \(http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx\)](http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

## Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. Click here for more information on the Government Transparency Suite.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics





## Granicus® Encoding Appliance

Hardware as a Service for Government Webcasting

The Granicus Encoding Appliance supports Granicus' current and future software platforms and encoding formats. It has been rigorously tested and certified to work with Granicus technology. Device pre-configurations allow customers to get up and running quickly while maintaining the highest level of service at a low monthly cost.

The Granicus Customer Care team leverages a suite of tools that allow us to proactively monitor, maintain and support the appliance. Full patch management of Granicus software and the operating system eliminates any maintenance burden placed on government IT staff, including contacting multiple vendors for support.

As a fully-managed solution, Granicus will provide customers with all necessary upgrades, repairs or replacements to ensure that the appliance works effectively on the Granicus platform. To help maintain ADA compliance, the Granicus Encoding Appliance supports extraction and display of embedded closed captions.

### Optimized Streaming Platform

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

This appliance is included with the Government Transparency Suite and can be added to the Granicus Open Platform.



## Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
  - Over 1,000 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/customers/case-studies/>

## Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality

## GRANICUS, INC. MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”), dated as of \_\_\_\_\_, 2017 (the “Effective Date”), is entered into between Granicus, Inc. (“Granicus”), a California Corporation, and \_\_\_\_\_, (the “Client”). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

### 1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

### 2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in Exhibit A and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties.

2.3 Limited Warranty. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software will substantially perform in accordance with the functionality and features as described in Exhibit A for as long as the Client pays for and receives Managed Services.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus’ receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased

products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.5 Granicus, Inc. shall send all invoices to:

Name:  
Title:  
Address:  
Email:

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and any renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

#### 5. HARDWARE

5.1 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the Client, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the time frame and progress of the repairs or replacements.

5.2 Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

## 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. All precautions that are standard in the industry are taken in order to increase the likelihood of a successful delivery; however, except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus shall not be liable for any indirect, special, indirect, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will either party's liability to the other party for direct damages under this Agreement (whether in contract or tort or otherwise) exceed the fees paid by Client for the Granicus products and services during the six (6) month period preceding the date the damaged party notifies the other party in writing of the claim for direct damages.

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall begin on the Effective Date and shall continue for twenty-four (24) months. This Agreement may be renewed in writing as agreed upon by both parties. This Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights And Obligations Upon Termination.

(a) Client's right to access or use the Granicus Solution terminates and Granicus has no further obligation to provide any services.

(b) Client shall immediately pay all fees due to Granicus through the date of expiration or termination.

(c) Granicus and Client shall work together to provide Client with a copy of its Content. Client shall have the option to choose from one of several methods to obtain a copy of its Content.

(d) The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8.3 Termination for Cause. Either party may terminate this Agreement immediately at any time for Cause by the given of written notice thereof to the other party. For purposes hereof, "Cause" shall mean any one (1) or more of the following events: (i) the failure to pay any undisputed amount due hereunder on the date due and such failure is not cured within five (5) days of written notice thereof; and (ii) any material breach of this Agreement that is not cured to the satisfaction of the non-breaching party within ten (10) days of written notice to the non-breaching party.

9. INTERLOCAL AGREEMENT.

9.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of Colorado shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or

unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Prior Agreements. Upon the Effective Date, this Agreement shall supersede and replace any previous agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.

11. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

11.1 “Confidential Information” means all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential.

11.2 “Content” means any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

11.3 “Granicus Solution” means the Solution detailed in Exhibit A, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

11.4 “Granicus Software” means all software included with the Granicus Solution accessible for use by Client on a subscription basis.

11.5 “Hardware” means the equipment components of the Granicus Solution, as listed in Exhibit A.

11.6 “Managed Services” means the ongoing maintenance and support services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, technical support, software updates, releases, correction of errors, bug fixes, patches, parts, customer support, and system monitoring for the Granicus Solution as specified in Exhibit A.

11.7 “Managed Services Fee” means the monthly cost of the Managed Services, as specified in Exhibit A.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Current Solution and Pricing
- Exhibit B: Support Information

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

**GRANICUS, INC.**

By: \_\_\_\_\_

Name: Mark Hynes

Title: Chief Executive Officer

Date: \_\_\_\_\_

**HUNTINGTON PARK, CA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### CURRENT SOLUTION AND PRICING

The current Granicus solutions used by the City of Huntington Park, CA include:

#### **Software Name: Open Platform and Government Transparency**

Open Platform and Government Transparency is one of your current Granicus solutions that will continue to provide the following services:

Unlimited government public meeting content storage and distribution

- Archived video editing
- An internal and public-facing citizen web portal
- Live and On Demand streaming of both meeting and non-meeting content
- Timestamp agenda items to index video

#### **Hardware Name: Encoding Appliance**

Pre-configured hardware already including:

- Live and on-demand streaming on computers, tablets, and other mobile devices
- Granicus maintenance updates
- Extraction and display of embedded closed captions to help maintain ADA compliance
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery
- (Optional) Granicus can install a Performance Accelerator on the Encoding Appliance to support up to 50 concurrent viewers

#### **Managed Services**

Granicus shall provide Client with a comprehensive Managed Services package with every Granicus Solution to ensure long-lasting success while maximizing performance. Managed Services are included in Client's monthly fees specified below. Granicus shall provide:

- Fully managed and hosted infrastructure offering unlimited bandwidth, storage and the highest security standards of Client's data through a cloud-based platform
- Technical troubleshooting maintenance and support services and guidance for all applications including correction of errors, bug fixes, patches, new versions, releases, plug-ins
- Remote, proactive systems monitoring
- Access to reference and support materials and documentation for all system components
- Access to Granicus support engineers and customer success professionals as further specified in Exhibit B.

**Pricing**

Client pays the following monthly managed service fee:

\$890.00/month

## EXHIBIT B

### SUPPORT INFORMATION

1. Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the Client via Internet, email, or telephone.

#### Contact Information

Online (recommended in most cases)	<a href="http://www.granicus.com/createacase">www/granicus.com/createacase</a>
Email (recommended if you do not have Internet access)	<a href="mailto:customercare@granicus.com">customercare@granicus.com</a>
Phone (recommended for urgent issues)	(877) 889-5495 ext.1

#### Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 10:00 PM and 4:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration\* of the maintenance. Notifications will be posted on [status.granicusops.com](http://status.granicusops.com) and can be subscribed to from that page.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

# Granicus, Inc. Services Budgetary Quote Huntington Park, CA

**Proposal presented to:**

Donna Schwartz  
City Clerk  
Huntington Park, CA



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## Granicus, Inc. FY Service Quote: Huntington Park, CA

April 26th, 2017

Dear Donna,

Thank you for continuing your partnership with Granicus. We're excited to support your streaming needs. At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help. Attached you will find a summary of your current services with Granicus as well as a yearly maintenance renewal.

Please contact me directly should you have any questions relating to this documentation. As always, thank you for your time and relationship with our organization.

Most Sincerely,

Casey Golubieski  
Customer Success Manager  
720 240 9586 ext. 1027  
Granicus, Inc.

**Granicus Managed Services**

<b>Granicus Managed Services</b>		
<b>Name</b>	<b>Qty</b>	<b>Monthly Rate</b>
Monthly Managed: Open Platform	12	\$390.00
Monthly Manged: Government Transparency	12	\$100.00
Monthly Managed: Granicus Encoding Appliance Software	12	\$400.00
* 3% CPI Increase	12	\$26.70
<b>TOTAL MONTHLY</b>		<b>\$916.70</b>
<b>TOTAL YEARLY</b>		<b>\$11,000.40</b>

\* 3% increase is pursuant to section 3.5 of the Service Agreement dated 12/14/10.

**Managed Services**

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

**Granicus Differentiators**

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
  - Over 900 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government



- 
- Open API architecture and SDK allow for seamless integrations with systems already in place
  - Certified integrations provide flexibility and choice of agenda workflow solutions
  - Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
  - Truly unlimited storage and distribution for all meeting bodies and non-meeting content
  - Indefinite retention schedules for all archived meeting and non-meeting content
  - Only provider of both government webcasting and citizen participation services
  - Only provider of both government webcasting and training management services
  - Access a library of peer-created government media content from over 900 Granicus users
  - 97% customer satisfaction rating, 99% client retention rating
  - Ranked 185 on Deloitte 500 fastest growing companies
  - Ranked 419 on Inc 500 fastest growing companies
  - Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

Sign to accept proposal  
return to representative:

Huntington Park, CA

Client Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Granicus, Inc.  
707 17<sup>th</sup> Street, Suite 4000  
Denver, CO 80202

Granicus, Inc.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

May 2, 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 PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE SOFTWARE SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve agreement with HdL Software, LLC for business license software; and
2. Authorize City Manager to execute the agreement.

### **BACKGROUND**

Staff proposes that the City of Huntington Park (the "City") enter into an agreement with HdL Software, LLC ("HdL") to replace the City's current business license software through Sungard. The Finance Department requires the use of specialized software to manage the City's 6,500 plus licenses and permits totaling over \$1.2 million dollars, annually, in tax and fee collection.

The current system is outdated and extremely labor intensive in all processes. Staff must manually update over 6,500 renewals, annually. This includes data entry, printing, folding/stuffing, and mailing of all renewals and customer notices as the system is not capable of taking online renewals or payments. It is also time consuming for both staff and the City's business customers when they are limited to handling their licensing matters in person. Customers can currently mail renewals, however, this process is just as laborious and costly as fee calculation errors and incomplete documents are common and require additional mailing of notifications.

HdL Companies have long-served the City in providing Sales and Property Tax Management and Auditing Services, successfully generating additional tax revenue. According to the Huntington Park Municipal Code, Section 2-5.19, Formal Service Contract Procedure (4) , "Proposal shall be submitted whenever practicable from at least (3) firms, except in cases where a service firm has established such a successful past

# **APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE SOFTWARE SERVICES**

May 2, 2017

Page 2 of 3

history of work with the City that is clearly in the public interest not to negotiate with any other source.” Implementation of HdL Prime, a powerful enterprise software platform, will offer the City a streamlined process for applications of business licenses, animal licenses, alarm permits, building inspections, and other future revenue sources.

## **DISCUSSION**

In 2011, HdL released the Prime Business License Software, which is used by 140 local government agencies. The all in one fully integrated system will facilitate efficient data processing and the sharing of critical information across departments while improving timely communication between the agency, field staff, and citizens. HdL Prime generates a unified customer database that will allow the City to cross check business license information to sales tax, property tax, and Franchise Tax Board data in order to assist with discovery efforts and revenue recovery. The tax and license discovery service is designed to identify entities subject to taxation or licensure within the City’s jurisdiction which are not properly registered and therefore, to increase revenue and compliance. HdL also provides Transient Occupancy Tax (TOT) tracking, which confirms that registered businesses are compliant with local reporting requirement through a business-friendly approach to ensure the City is maintaining its fiduciary and tax administration responsibilities.

With the new software, City staff will have the ability to email renewal forms to current business owners rather than printing, stuffing envelopes and mailing hard copies, while taxpayers will be able to apply for licenses, submit annual renewals, and update account information online. HdL eliminates license application and renewal confusion by automatically calculating all fees, penalties, and balance due amounts, whilst conveniently providing business owners with optimal customer support through email or phone.

The HdL Prime business license software includes numerous enhancements that will increase staff productivity and diminish the City’s environmental impact. The new process will reduce data entry work, staff resources, mailing/postage costs, calculation errors, and walk-in traffic. In order to implement the new business license system, including data migration, training, software updates, and prompt technical support, staff recommends authorizing an agreement with HDL Software LLC for a term of three years not to exceed \$71,050. Staff is also proposing for HDL to review the City’s Business License Ordinance in order to modernize the ordinance, update categories that don’t currently but could potentially generate revenue, and standardize license due dates for streamlined cash flow. Currently, the business license due dates are on the anniversary date, throughout the year. Our goal is to synchronize the business license renewal in April of 2019.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE SOFTWARE SERVICES**

May 2, 2017

Page 3 of 3

**FISCAL IMPACT**

The cost of HdL Prime Business License Software includes the software with web module, installation, implementation, data conversion, training, TOT tracking and business license ordinance and fee review. The not-to-exceed sum of \$71,050 shall only be paid the initial year. Maintenance cost each year, thereafter, will be \$8,400 plus consumer price index (CPI) increase.

<b>Service</b>	<b>Cost</b>
Prime Software with Web Module	\$36,000
Installation, Implementation and Data Conversion	\$8,650
TOT Tracking	\$3,000
HdL Prime Annual Use Fee	\$8,400
Business License Ordinance and Fee Review	\$15,000
<b>TOTAL:</b>	<b>\$ 71,050</b>

Funds in the amount of \$71,050 is included in the Finance Department's FY 16/17 budget in account code 111-9010-419.43-15. No additional appropriations are required at this time.

**CONCLUSION**

Upon City Council's approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**ATTACHMENT(S)**

A. Professional Services Agreement with HdL Software, LLC

**PROFESSIONAL SERVICES  
AGREEMENT FOR BUSINESS LICENSE SOFTWARE AND SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2017 (the "Agreement Date"), by and between the **CITY OF HUNTINGTON PARK, CA** a municipal corporation hereinafter referred to as CITY, and **HDL SOFTWARE LLC**, a California company, hereinafter referred to as HDL.

WHEREAS, CITY desires to enforce its business license ordinance to ensure that all persons and organizations doing business within the City are licensed; and

WHEREAS, HDL has the programs, equipment and personnel required to deliver the services referenced herein;

THEREFORE, it is agreed by CITY and HDL as follows:

**1. SCOPE OF SERVICES**

Specific services to be performed by HDL are as described in **Exhibit A**. Includes scope, schedule, support, and system requirements.

**2. COMPENSATION**

City agrees to compensate HDL for services under this Agreement as described in **Exhibit B**.

**3. TERM OF AGREEMENT**

The term of this Agreement shall commence on the Agreement Date and shall continue each year for a minimum of 36 months and shall continue each year thereafter until termination is requested. The process for termination can be found in **Exhibit C**.

**4. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions for this Agreement are as described in **Exhibit C**.

**5. NOTICE**

All notices required by this Agreement shall be given to the City and to HDL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City	Annie Ruiz Finance Manager City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255
HDL	HdL SOFTWARE, LLC 160 Via Verde, Suite 150 Diamond Bar, California 91773

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

**CITY OF HUNTINGTON PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HDL**

By: \_\_\_\_\_  
Robert Gray  
President, HdL Software LLC

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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## EXHIBIT A - SCOPE OF SERVICES

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### 1. Prime Software System

**1.1. City Management Support** - HdL will assist the City in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, implement new processes, or adopt new strategies for improving communication with the business community and other City departments.

**1.2. Data Conversion** - HdL will convert the City's existing data. If City is migrating from HdL "Classic" Business License, City will provide a current backup of the existing Microsoft Access or Microsoft SQL Server HdL database. If City is converting from another vendor's software, the City agrees to provide its current data in ASCII delimited file format, SQL Server backup, or another format agreed upon between HdL and the City; along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The City understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.

### 1.3. Implementation

#### 1.3.1. HdL's responsibilities

1.3.1.1. **Project manager** - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the City's designated project manager to define the software implementation schedule, identify City needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the City through the software implementation process.

1.3.1.2. **IT support** - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the City's computing environment, and will provide any needed technical support.

1.3.1.3. **Training** - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of two separate training sessions. The size and participants of each training session will be determined by the HdL PM and the City's designated project manager.

1.3.1.4. **User manual** - HdL will provide access to a digital copy of the software user manual. The City may use the manual as needed for internal use by City staff. The user manual contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The user manual may not in any circumstances be distributed to any 3<sup>rd</sup> party or any individual that is not a current City staff member responsible for using or maintaining the software.

#### 1.3.2. City's responsibilities

1.3.2.1. **Project manager** - The City will designate a staff member to serve as the City's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the City PM is to ensure that all City responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The City PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.

1.3.2.2. **IT support** - The City will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the City's computing environment and be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the City's IT designee is to provide data to HdL for conversion (if required), install the SQL Server database, and install the software in the City's computing environment.

1.3.3. **Schedule** – The default timeline for complete implementation (including “Go Live”) of the software is approximately 60 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule.

1.4. **Payment Gateway** - For online payment functionality HdL's solutions include built in payment gateway services supporting both credit card and eCheck transactions. If a different payment gateway is required, there will be a \$5,000 development cost to establish the custom payment gateway integration.

#### 1.5. **Maintenance and Support**

1.5.1. **Customer Support** - HdL will provide customer support by telephone, email and the web during the term of this Agreement. In the United States, no charge support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call the HdL offices at (909) 861-4335 and ask for software support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.

1.5.2. **Support Policy Regarding Reports** - HdL provides a number of reports with the installation of the software. These reports are developed using Crystal Reports and fall into one of two categories, standard or HdL custom developed. HdL provides support on both standard and HdL custom developed reports, provided that the reports have not been modified by the client or other third party. As part of support, HdL will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City may not be covered under the Software Use Fee, and will be developed on a time and material basis at the current rate.

1.5.3. **Software Upgrades** - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, City is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.

1.5.4. **Outside Connections to HdL Database** - HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation. Only “read only” connections will be established to the HdL database. No modifications will be made to the HdL database, including database/table design and data content. Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis. The City shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.

1.6. **System Requirements** - The software and database will be installed on the City's network on hardware supplied by the City. Any specifications provided below indicate minimum requirements. It is the City's responsibility to ensure that any hardware used to host the software/database or run the client application

meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the City's email system.

- 1.6.1. **Application Server Specifications** - The application server will host the HdL Prime web service, which serves as the HdL Prime business layer. The HdL Prime web service uses the Microsoft Windows Server with IIS platform. The following versions are supported: MS Windows Server 2008 / 2008 R2 or later, with IIS v7.0 or later. The application server should have at least 10 gigabytes of space available.
- 1.6.2. **Database Server Specifications** - The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported. HdL Software systems use the Microsoft SQL Server database platform. The following versions are supported: MS SQL Server 2008 / 2008 Express or later. Any server operating system supported by the selected version of SQL Server is supported as a database server; provided it meets the hardware specifications indicated by both the operating system and the version of SQL Server. The database server should have at least 20 gigabytes of space available to allow for the initial database and growth.
- 1.6.3. **Workstation Specifications** - The software will be run on the client workstation. HdL Prime is deployed to the workstation via a click once installer. The Crystal Reports and .NET 4.x runtimes will also need to be installed on the workstation. The following hardware recommendations are based on user feedback regarding performance levels: 4+GB Memory, 1280x1024 screen resolution, MS Windows XP Pro/Vista/7/8/10 operating system.\
- 1.6.4. **Network Specifications** - The software communicates via web services, and is designed to operate efficiently over the network. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
- 1.6.5. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.
- 1.6.6. **Prime Business License Software Implementation Sample Schedule**  
The default timeline for complete implementation (including "Go Live") of the software is approximately 45 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule. The final timeline may range from 14 to 60 days. However, the City understands that this timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is shown below

Day	Date	Assigned	Event	Completed
		HdL/Client	Contract signed & received by HdL	
		HdL	Provide client IT with FTP account information.	
		HdL/Client	Set date to begin implementation schedule.	
		HdL/Client	Receive Client forms, ordinances, fee resolutions, business rules / contact info city staff & IT etc	
		Client IT	Upload client data and logo to FTP server.	
		HdL/ Client	1 <sup>st</sup> Process Meeting/Optional	
		HdL / Client	HdL IT & Client IT do preinstall setup	
		HdL	Data conversion programming	
		HdL	Report development	
		HdL	HdL AccMgr build tables, fee, messages, etc	
		HdL	Forms sent to client for approval/edits	
		HdL	HdL Tech & AccMgr review 1 <sup>st</sup> conversion	
		Client	Forms returned to HdL approved or with edits	
		HdL/Client	Any needed form changes	
		HdL	AccMgr test conversion/ with forms	
		HdL	1 <sup>st</sup> conversion data to City for pre-installation	
		HdL / Client	Pre install training at client with edited forms	
		HdL / Client	Client verify conversion and final forms during pre-install training day	
		HdL /	HdL make final conversion adjustments and form edits	
		Client IT	Client send 2 <sup>nd</sup> dataset for final conversion	
		HdL	HdL AccMgr test final conversion for install	
		HdL / Client	HdL & Client IT install final dataset	
		HdL / Client	HdL at client to assist/train	

## 2. Payment Processing Services

- 1.1. **Payment Processing** - HdL shall provide its Services to support payments remitted to City. HdL shall transmit transactions for authorization and settlement through HdL's certified payment processor. Funds for transactions processed by HdL hereunder shall be submitted to City's designated bank account as follows: (i) no more than two (2) business banking days after all Transactions (other than electronic Check Transactions) that are successfully processed prior to 5:00 p.m. ET on each business banking day (e.g., a Transaction authorized at 2:00 p.m. ET on Monday will be submitted on Wednesday; a Transaction successfully processed at 8:00 p.m. ET on Monday will be submitted on Thursday); and (ii) no more than five (5) business banking days for all electronic Check Transactions that are successfully processed prior to 5:00 p.m. ET on each business banking day. HdL makes no representation or warranty as to when funds will be made available by Client's bank.
- 1.2. **Support** - HdL shall provide City with payment processing related customer service as needed. City shall timely report any problems encountered with the service. HdL shall promptly respond to each report problem based on its severity, the impact on City's operations and the effect on the service. HdL shall either resolve the problem or provide City with the information needed to enable the City to resolve it.
- 1.3. **Transaction Errors** - HdL's sole responsibility for any Transaction error or reversed Transaction is to determine whether the result indicates a problem with HdL's service and, if necessary, reprocess and resubmit the Transaction without additional charge. In the event that a Transaction is reversed or refunded to any Customer of City, for any reason, HdL may offset such amount against funds remitted to City, or invoice City for such amount, at HdL's discretion. City shall pay any such invoice within 30 days of receipt.

1.4. **Electronic Check Authorization** - If City elects to accept electronic Checks as a form of payment, the following subsections apply. For the purpose of this section, “checks” means checks drawn on accounts held in the U.S. (“Check(s)”).

1.4.1. As part of the implementation plan, City shall select risk management controls governing Check acceptance and assumes sole responsibility for the choice of controls.

1.4.2. HdL shall provide confirmation on a submitted ABA number as part of the Service to assist Client with the decision whether to accept a Check and shall route accepted Checks.

1.4.3. City hereby authorizes HdL to debit the City’s financial institution account in the amount of any returned item that is received by HdL.

#### 1.5. **City Responsibilities**

1.5.1. As a condition to its receipt of the Service, City shall execute and deliver any and all applications, agreements, certifications or other documents required by Networks or other third parties whose consent or approval is necessary for the processing of Transactions. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

1.5.2. City represents, warrants, and agrees that it does and will comply with applicable Laws and regulations and Network rules, regulations or operating guidelines. City shall notify HdL in writing as soon as possible in the event a claim is either threatened or filed against City by any governmental organization having jurisdiction over City or a Customer related to the Service. City shall also notify HdL in writing as soon as possible in the event a claim is either threatened or filed against City relating to Transactions or the Services or a fine or other penalty is assessed or threatened relating to Transactions or the Services.

1.5.3. City represents, warrants and agrees that it is and will continue to be in full compliance with all applicable requirements of the Client Information Security Program of VISA, the Site Data Protection Program of MasterCard, and similar programs of other Networks, and any modifications to such programs that may occur from time to time. Upon the request of HdL, City shall provide HdL with documentation reasonably satisfactory to HdL verifying compliance with this Section.

1.5.4. City hereby grants HdL the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. City represents and warrants that it has the full right and authority to grant these rights.

#### 1.6. **Fees**

1.6.1. If a convenience fee will be charged, the City authorizes HdL to collect each convenience fee.

1.6.2. The fees set forth in Exhibit B Payment Schedule do not include expenses, late fees or charges, or taxes, all of which shall be the responsibility of City. In addition to the charges specified in Exhibit B Payment Schedule, City shall be responsible for (a) all interchange and network provider fees, (b) all dues, fees, fines and assessments established and owed by City to Visa and/or Mastercard, (c) for all costs and fees associated with changes to ATM protocol caused by City’s conversion to the Services, and (d) any increase in postage charges, provided that any increase in charges resulting from (a) through (d) shall not exceed the actual increase incurred by HdL.

1.6.3. HdL reserves the right to review and adjust all City and convenience fee pricing on an annual basis in June. This adjustment may be consistent with the then most recent ECI adjustment or three

percent (3%) whichever is greater. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, and card type utilization.

- 1.6.4. City agrees to maintain a depository account with a financial institution reasonably acceptable to HdL for the payment of amounts payable hereunder, and hereby authorizes HdL to initiate debit entries to such account for the payment of amounts payable hereunder. City agrees to provide HdL with any and all information necessary for HdL to initiate such debit entries via the Automated Clearing House (ACH) system. For any amount that is not paid within thirty (30) days after its due date, City shall pay a late fee equal to the lesser of one and one-half percent (1 ½%) per month of the unpaid amount or the maximum interest rate allowed by Law.

### 3. SCOPE OF WORK – COMPLIANCE SERVICES

**Business Tax Compliance Services** – HdL will ensure a level playing field for the business community and maximized revenues to the Town through the Compliance Management Program. Discovery services will be conducted to identify and register businesses that are subjected to license but not properly registered. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from licensed accounts that do not pay in full during the registration or renewal process. The scope of work to be performed under the compliance management program will be mutually agreed to by HdL and City prior to implementation.

- 3.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

- 3.1.1. **Lead Identification** – Develop a list of entities subject to licensure/taxation within the City.

- 3.1.2. **Exception Resolution** – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

- 3.1.3. **Compliance Communication Process** – Initiate Contact with confirmed entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Tax Service Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

- 3.1.4. **Document Submission / Processing** – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect Additional documentation such as a home occupation permits and forwarded to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

- 3.1.5. **Invoicing** – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, other methods. HdL will provide Taxpayers continued access to Business Tax Service Center for any questions or disputes arising from the invoice process

3.1.6. **Remittance** – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL’s fees.

**3.2. Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. The specific services to be performed which may include:

3.2.1. HdL will identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.

3.2.2. Review/Audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.

3.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.

3.2.4. Educate businesses on proper reporting practices.

3.2.5. Invoice and collect identified deficiencies.

**3.3. City’s responsibilities**

3.3.1. Data – City will provide its business license database (registrations, payments, and any other information necessary for the compliance process or to facilitate HdL’s invoicing of services) to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL’s right to invoice for services rendered continues.

3.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

**EXHIBIT B - COMPENSATION**

**1. Prime Software System**

<b>Software</b>	<b>Cost</b>	<b>Comments</b>
Prime Software with Web Module	\$36,000.00	3 Named User Licenses. <sup>2</sup> Must use HdL Supported FIS Global Gateway.
Installation, Implementation and Data Conversion	\$8,650.00	Up to 30 hrs. of data conversion work.
TOT Tracking	\$3,000.00	
Travel Costs	Actual Costs	Mileage only anticipated
<b>TOTAL Costs</b>	<b>\$47,650.00</b>	

<sup>2</sup> Link for Payment Processor: HdL has selected FIS Global as the preferred provider for payment gateway and merchant account services. The FIS Global solution has proven to be reliable, full featured and cost effective for our clients. If the City wishes to select different payment gateways, there will be a programming charge of \$5,000.

<b>Annual Use Fees</b>		
HdL Prime – Business License Software Annual Use Fee	\$8,400.00	
<b>TOTAL Annual Use Fee</b>	<b>\$8,400.00</b>	<u>Due at “go live” and renewed annually plus CPI</u>

- 1.1. **Software License Fee** - The license fee includes the use of the software by the specified number of users, software user manual in digital format, and all standard forms and reports. Additional user licenses are available for \$2,500 license fee plus \$500 annual software use fee.
- 1.2. **Annual Software Use Fee** - The software use fee is billed annually, and provides for ongoing customer support and updates to the software. The software use fee shall be adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each CPI adjustment will not be less than two percent (2%) or greater than ten percent (10%). The software use fee shall also be adjusted to include any amounts paid for any City licenses or permits which were required for this service.
- 1.3. **Implementation** - The implementation fee covers all efforts involved for installation and configuration of the software. This includes one session of pre-installation and process evaluation, one session of “go live” training, installation support, design and programming of standard forms and reports, and configuration of the software.
- 1.4. **Data Conversion** – Data will be converted from the City provided source files. Includes one (1) conversion when migrating from an HdL system, and two (2) conversions when migrating from another vendor’s system. Additional conversions can be performed, upon request, at a cost of \$3,500 per conversion. The source files must be provided in the same format for all conversions, otherwise custom programming costs will apply in order to accommodate the varying data formats.

- 1.5. **Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, support and shall be due within 30 days of the billing date. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.
- 1.6. **Parcel Data** - HdL Prime includes comprehensive land management functionality. There are three ways to acquire the parcel data.
  - 1.6.1. If the City is a client for HdL property tax services, the parcel data will be provided at no cost.
  - 1.6.2. If the City is not a client for HdL property tax services, the parcel data may be purchased from HdL.
  - 1.6.3. If the City wishes to use any other source of parcel data, HdL can work with the City to create a re-useable import utility. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.
- 1.7. **Customizing Services** - The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the City.
- 1.8. **Payment Schedule** – Compensation for the contract amount shall be as follows:
  - 1.8.1. One time project costs and the first year Software Use Fee. 60% shall be due and payable within 30 days of the effective date of the Agreement. 30% within 60 days of the effective date of the Agreement. 10% within 30 days of full system delivery or first production use of the system, whichever comes first.
  - 1.8.2. Travel Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.
  - 1.8.3. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of 60 days after the effective date of the Agreement, and shall be due and payable within 30 days of the invoice date. The software use fee billing cycle can be prorated as needed should the City desire an alternative billing cycle.

**2. Payment**

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice

- 3. **Payment Processing Services** - HdL will provide City with eCheck, credit and debit card payment processing (merchant) services under a Convenience Fee Funded pricing model. HdL reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

Service (Convenience Fee Model)	Compensation
Credit and Debit Cards processing	3.0%, Minimum of \$2.00
ACH/eCheck processing	\$1.25 per transaction
Monthly Reporting and Statement Fee	Waived
Monthly Hosting and Maintenance	\$30.00 per month
ACH and eCheck Returns	\$0
Chargebacks	\$0

## 4. Professional Services – Compensation

### Business Tax Compliance Services

- 4.1. **Discovery** – HdL’s fee for performing discovery services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
  - 4.1.1. **City Discovery Discount** – HdL’s fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of 25% of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.
- 4.2. **Audit** – HdL’s fee for performing Audit services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 4.3. **Collection** – HdL’s fee for performing collections services shall be a contingency fee of 25% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 4.4. **Option to waive business tax recovery** – City may, at its discretion, elect to waive or reduce the business tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

5. **Consulting Services** – HdL’s fee for consulting services including the fee study and business license ordinance review is \$15,000

5.1 **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

## 5. Payment

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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**A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.**

- a. **Software License.** If access to any HdL software systems are provided to City as part of this Agreement, HdL hereby provides a license to the City to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
- b. **Agency Data.** HdL acknowledges that the data provided by the City ("Agency Data") during the course of this Agreement is the property of the City. City authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the City in a format acceptable to both the City and HdL.
- c. **Proprietary Information.** As used herein, the term "proprietary information" means any information which relates to HdL's software systems, audit processes or related services, techniques, or general business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

**B. OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at HdL's hourly rates in effect at the time service is requested. HdL will provide City a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, HdL's standard hourly rates range between \$75 and \$275 per hour.

**C. MISCELLANEOUS EXPENSES.** HdL will notify the City of any miscellaneous expenses and request authorization to proceed. HdL will not be reimbursed for any miscellaneous expenses unless authorized by the City. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.

**D. PRICING ADJUSTMENTS.** All pricing listed in this Agreement will be honored during initial implementation of the services. Any additional/optional services needed after services are active will be provided using the pricing currently established at the time the service is requested.

**E. LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.

- F. INSURANCE REQUIREMENTS.** HdL shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by City, HdL shall name the City as an additional insured and provide a Certificate of Insurance.
- a. Worker’s Compensation and Employer’s Liability - In accordance with applicable law.
  - b. Comprehensive General Liability - Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
  - c. Comprehensive Automobile Liability - Bodily injury liability coverage of \$1,000,000 for each accident.
  - d. Errors and Omissions - In addition to any other insurance required by this Agreement, HdL shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.
- G. TERMINATION.** This Agreement, or individual services provided by this Agreement, may be terminated as follows:
- a. Software – Software services may be terminated by either party upon written notice at least 90 days prior to the end of the established annual billing cycle. Software services are provided on an annual basis. No credit will be provided for any unused portion of the annual term. Upon termination, the software license shall expire and (a) City will immediately remove the software from computers, servers and network, and destroy or erase all copies of the software and any Proprietary Information and confirm destruction of same by signing and returning to HdL an “Affidavit of Destruction” acceptable to HdL, and (b) upon City’s request, HdL will assist in extracting the City data in a format acceptable to both the City and HdL.
  - b. Services - City may discontinue a service by sending a letter of intent to HdL at least 90 days prior to desired last date of service. If compliance services revenues are utilized for the funding of the Prime Business License Software as part of a Bundled Self-Funding mechanism, City shall be responsible for any unpaid costs of the Prime Business License Software System.
- H. INDEPENDENT CONTRACTOR.** HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the City.
- I. NON-ASSIGNMENT.** This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.
- J. GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- K. INDEMNIFICATION.** HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement.

City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City’s negligent acts, errors or omissions under this Agreement.



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

May 2, 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 TEMPORARY ACCESS LICENSE AGREEMENT AND SPECIAL EVENT PERMIT WITH SCHOEPPNER SHOWS TO PROVIDE A FOUR (4) DAY CARNIVAL, JULY 1-4, 2017, TO BE HELD AT SALT LAKE PARK**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve temporary access license agreement and special event permit; and
2. Authorize City Manager to execute the agreement.

**BACKGROUND:**

The Parks and Recreation Department is gearing up for another great 4<sup>th</sup> of July Extravaganza at Salt Lake Park. In order to provide a memorable experience for our residents, staff has secured Schoeppner Shows to provide a (4) four-day carnival beginning on Saturday, July 1<sup>st</sup> and ending after the Fireworks Show on Tuesday, July 4<sup>th</sup>. The Carnival will include rides, game booths, food vendors, and various booths for the residents to enjoy.

The entire carnival area will be open to the public. There is no entrance fee and there will be no fenced in area. The open Carnival design (diagram attached) will allow people to flow through freely, thus allowing them a very enjoyable park experience. Schoeppner Shows will obtain a small community stage for the event. They will provide entertainment, stage time to Parks and Recreation to highlight our community programs, and coordinate all of the outdoor entertainment for the stage area.

It should be noted that Schoeppner Shows will be responsible for providing all security and staffing for their event. No costs will be assumed by the City to produce the Carnival.

**APPROVE TEMPORARY ACCESS LICENSE AGREEMENT AND SPECIAL EVENT PERMIT WITH SCHOEPPNER SHOWS TO PROVIDE A FOUR (4) DAY CARNIVAL, JULY 1-4, 2017, TO BE HELD AT SALT LAKE PARK**

May 2, 2017

Page 2 of 2

**FISCAL IMPACT/FINANCING:**

Schoeppner Shows will provide the City of Huntington Park 20% of all proceeds from carnival ride ticket sales, additionally they will pay to the city a flat rate of \$50 per booth space sold. As a result, this will provide the City with an undetermined positive revenue stream to offset the cost of the fireworks show.

All proceeds will be entered into Contributions/Special Event, account number: 114-0000-364.10-00.

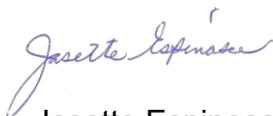
**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

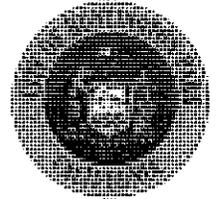


Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Special Event Park Use Permit Application
- B. Temporary Access License Agreement
- C. Event Map Layout

# Special Event Park Use Permit Application



PERMIT No. \_\_\_\_\_

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)

Applications must be submitted by October 1 to be considered for following calendar year  
Applications received after October 1 must be submitted at least 90 days before event

## A. APPLICANT INFORMATION

Applicant Name: Schoepner Shows - contact Alexis Kaiser <sup>310</sup> 309 0343  
(If organization/business, include name of a contact person)

Address: <sup>910</sup> 7646 Kester Ave Van Nuys CA 91405

Telephone #: (310) 309 0343 Emergency Telephone #: same

Huntington Park Business License #: to be obtained

Are you a non-profit organization?  Yes  No

Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)

Name: Mark Landon

Telephone #: (909) 730-4272 Alexis' Drivers License #: 113705893 - CA

E-mail address: reproductions@roadrunner.com

Address: 2534 S Pleasant Ave Ontario, CA 91761

## B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience?  Yes  No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: Huntington Park Contact Person: Josette

Telephone #: \_\_\_\_\_ Dates of last event: 4<sup>th</sup> July, 2016

2. City/County: Lynwood Contact Person: Rozie Carrillo

Telephone #: (310) 603-0220 Dates of last event: 12/2015

3. City/County: Hemet Contact Person: Soledad

Telephone #: (951) 765-2300 Dates of last event: 7/2016

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

festival - carnival rides <sup>(10)</sup> & games <sup>(4)</sup>; food vendors; retail & commercial vendors; community stage w/ live entertainment powered by two generators (250 kw)

Anticipated Attendance Total: 600, excluding 4th due to fireworks display Per Day: 100-200 except 4th July

D. EVENT ENTERTAINMENT

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event. - forthcoming

E. EVENT DATES/TIMES

• Setup

Setup begins on: Tues, 6/27/17 Setup ends on: Fri 6/30/17

Setup will occur each day from: 10am - 10pm until 10pm

• Event

Event begins on: Sat, 7/1/17 Event ends on: Tues 7/4/17

Event will be open each day from: 2pm - 11pm - 7/1, 7/2, 7/3 until 5pm - 11pm 7/3

• Cleanup

Cleanup begins on: 7/4/17 Cleanup ends on: 7/5/17

Cleanup will occur each day from: 7/4 midnight - 3:00 AM until 7/5 7:00 P.M.

Notes:

F. EVENT LOCATION

- checkbox Salt Lake Park checkbox Freedom Park checkbox Robert Keller Park checkbox Senior Park checkbox Other

(Describe area of park your event will utilize)

front baseball diamond

G. The following is required three weeks prior to event:

- checkbox \$2,500 Refundable Deposit checkbox Business License checkbox Building Permit checkbox County Fire Permit checkbox Security Plan checkbox Plot Plan checkbox Entertainment Approval checkbox Insurance (must list "City of Huntington Park" as additional insured)

## H. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

I. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?  
 Yes  No

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: Always Security

Address: 5331 E Olympic Bl #8 Los Angeles, CA 90022

Telephone #: (323) 728-3030 Emergency Telephone #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Private Patrol Operator License #: \_\_\_\_\_

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

Regular park security will be on site during business hours.

The carnival has in-house security  
One over-night security guard oversees  
vendor booths & stage.

Event is enclosed by fence & locked after  
business hours

**J. BUILDING AND SAFETY INFORMATION SHEET**  
**Building and Safety Fee Schedule for Special Events:**

- Tents/structures/devices  
 For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device \$267.04  
 Each additional structure and/or device \$42.88
- Electrical
  - Carnival rides (electric or generator driven): \$ 63.52 each
  - Carnival rides (mechanically driven): \$ 26.40 each
  - Walk through – attractions/electric displays: \$ 26.40 each
  - Booth lighting (i.e. carnival games, etc.): \$ 26.40 each
  - Temporary power pole: \$ 71.36 each

**Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):**

- Rating over 3 and not over 10, each \$ 32.64
- Rating over 10 and not over 50, each \$ 75.36
- Rating over 50 and not over 100, each \$ 140.96
- Rating over 100, each \$ 232.64

Any installation of any equipment rated at 400 amperes or larger;  
 Any installation of a motor rated more than 10 HP;  
 Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

- Other  
 Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

• **EVENT INFORMATION**

Applicant: Schoeppner Shows  
 Event address: 5401 E Florence Ave Date: July 1-July 4, 2017  
 Event contact name: Alexis Kaiser Phone: (310) 309 0343  
 Event contact name: Mark Landon Phone: (909) 730-4272

Tents (indicate number of tents and size of each:

popups for vendors 10' x 10' # to be determined

Rides and attractions:

# electrical/generator driven rides: 8 # mechanical driven rides: \_\_\_\_\_

# walk through/electric displays/booths: 2

Generators:

# 1 @ 250 (circle one) (circle one)  
 hp kw kva

# 1 @ ?? (circle one) (circle one)  
 hp kw kva

Application must be submitted to Director of Parks & Recreation a minimum of 90 days prior to event date and returned a minimum of 3 weeks prior to event date with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

CERTIFICATE OF THE APPLICANT: I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

<b>FOR OFFICE USE ONLY</b>	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____

Reed Kaiser  
Applicant's Signature

4/7/17  
Date

PERMIT No. \_\_\_\_\_

## APPROVAL CHECKLIST

*The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the \$80 fee will not be refunded if event does not take place as scheduled due to denial of request by other agency and/or property owner (s) or failure by applicant to obtain required approval signatures.*

L.A. County Fire Department, Prevention Bureau  
3161 E. Imperial Highway, Lynwood, CA 90255 (310) 603-5258

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

L.A. County Health Department, Environmental Health Specialist  
245 S. Fetterly Ave., Room 2014, Los Angeles, CA 90022 (323) 780-2272

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

State Department of Alcohol, Beverage Control, Duty Investigator  
300 S. Spring St., Suite 2001-N, Los Angeles, CA 90013 (213) 897-5391

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Police Department, Watch Commander  
6542 Miles Avenue, Huntington Park, CA 90255 (323) 584-6254

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park City Clerk  
6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6230

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_

City of Huntington Park Finance Department, Collections Division  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6237

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Building Department, Plan Review  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6315

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Engineering Department, Assistant City Engineer  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6253

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Public Works Department, Director of Public Works  
6900 Bissell St., Huntington Park, CA 90255

(323) 584-6320

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Dig Alert, [www.digalert.org](http://www.digalert.org) (800) 227-2600

Approved     Not Approved     No Approval Necessary     Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

## TEMPORARY ACCESS LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is made and entered into as of **May 2, 2017**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California (“City”), and PHIL SCHOEPPNER dba SCHOEPPNER SHOWS (“Licensee”).

### **SECTION ONE: FUNDAMENTAL LICENSE TERMS**

1.1 **License:** City hereby issues to Licensee a License to enter upon real property located at the field portion of the City’s Municipal Park located at 3401 E. Florence Avenue, Huntington Park, CA, as shown on the map attached hereto as Section Four and incorporated herein by this reference (“Premises”), for the purpose or activity specified in Paragraph 1.2.

1.2 **Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the purpose(s) or activity(ies) as described and delineated in Section Five hereto and incorporated herein by this reference (“Use of Premises”) and for ingress and egress to the Premises from the closest public street for such activities.

1.3 **Term:** This License shall commence on **June 27, 2017** (“Commencement Date”) and shall continue to and terminate at 1:00 p.m. local time on **July 5, 2017** (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both City and the Licensee. Notwithstanding the foregoing or any other provision of this License, City may terminate this License with or without cause, or for any reason, at any time, by giving Licensee a ten (10) days written notice of termination.

**BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW CITY TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.**

**Licensee:** \_\_\_\_\_

1.4 **License Consideration:** As consideration for the issuance of this License, Licensee shall pay to City a License Fee specified in Section Six hereunder, in accordance with the procedures set out in Section Two (General Provisions).

1.5 **Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Section Two (“General Provisions”), to City at the address set forth in Section Two, and to Licensee at the address set forth in this Section One.

1.6 **Attachments:** This License incorporates by reference the following Attachments to this License:

- Section One: Fundamental License Terms
- Section Two: General License Provisions
- Section Three: Special License Provisions
- Section Four: Map of the Premises
- Section Five: Use of Premises
- Section Six: License Fee Schedule

1.7 **Integration:** This License represents the entire understanding of City and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p><b>CITY OF HUNTINGTON PARK</b></p> <p>By: _____ Edgar P. Cisneros, City Manager</p> <p><b>ATTEST:</b></p> <p>By: _____ Donna G. Schwartz, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____ Arnold Alvarez-Glasman, City Attorney</p>	<p><b>PHIL SCHOEPPNER dba SCHOEPPNER SHOWS</b></p> <p>By: _____ Phil Schoeppner</p> <p><b>Licensee Information:</b></p> <p>Address for Notices:</p> <p>Attn: Phil Schoeppner 41910 27th Street West Palmdale, CA 93551</p>
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**SECTION TWO:**  
**GENERAL LICENSE PROVISIONS**

2.1 Payment of License Fee

2.1.1. Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "CITY OF HUNTINGTON PARK," and shall personally deliver all payments without any notice or demand to City at the address set forth in Paragraph 2.8.1 below.

2.1.2. No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by City of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of any statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by City modifying this License or a waiver of City's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and City shall accept all checks and payments from Licensee without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Delinquent Payment of License Fee

2.2.1. If any payment of any License Fee or any other sum due City is not received by City within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to City. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2. Licensee and City hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that City will incur by reason of Licensee's late payment.

2.2.3. Acceptance by City of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.3 Use of Premises

2.3.1. Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.2 above and Section Five hereunder, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of City.

2.3.1.2 Lessee shall not cause, permit or suffer any Hazardous Material to be brought upon, left, used or abandoned on the Premises. For purposes of this paragraph, the term "Hazardous Material" shall mean: (i) any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, hazardous or toxic substance, chemical or material regulated, listed, referred to, limited or prohibited under any Environmental Law, including without limitation: (i) friable or damaged asbestos, asbestos-containing material, polychlorinated biphenyls ("PCBs"), chlorinated solvents and waste oil; (ii) any "hazardous substance" or "hazardous waste" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended ("CERCLA"); or the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended ("RCRA") or any Environmental Law of the State of California; and (iii) even if not prohibited, listed, limited or regulated by an Environmental Law, all pollutants, contaminants, hazardous, dangerous or toxic chemical materials, wastes or any other substances, including without limitation, any petroleum material or fractions thereof or additives thereto, any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) which pose a hazard to the environment, or the health and safety of any person or impair the use or value of any portion of the Property. The term "Environmental Law" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, rules, court orders, judicial and administrative decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (i) the manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Materials; (ii) air, soil, surface, subsurface, surface water and groundwater; (iii) Releases; (iv) protection of wildlife, endangered species, wetlands or natural resources; (v) the operation and closure of underground storage tanks; (vi) health and safety of employees and other persons; and (vii) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (i) CERCLA; (ii) RCRA; (iii) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (v) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as

amended; (x) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (xi) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (xii) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 City or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2. Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3. Permits and Approvals: Licensee shall obtain at its own sole cost and expense, any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License, including but not limited to approvals for business licenses, zoning or use permits, or any approvals that may be required under the California Environmental Quality Act, Surface Mining Second Reclamation Act, any rules or restrictions relating to environmental protection or protection of endangered species, or other provisions of law. No approval or consent given under this License by City shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by City, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to City, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by City.

2.4.1. Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One

Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) “Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2. Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3. Evidence of Coverage: Licensee shall at the time of the execution of the License present to City the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4. Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of City, the insurance provisions in this License do not provide adequate protection for City, City shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5. Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this License.

2.4.6. License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

## 2.5 Indemnification

2.5.1. City Not Liable: City shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, invitee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, the physical condition or state of the Premises, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2. Indemnification: Irrespective of any insurance carried by Licensee for the benefit of City, and notwithstanding any other provision or statement of precedence of this License to the contrary, Licensee shall indemnify and hold City, its officers, directors, employees, representatives and volunteers (collectively "City Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, invitee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence or willful misconduct of City. In connection therewith:

2.5.2.1 Licensee shall defend and hold City and City Personnel harmless from any and all Claims, whether caused in whole or in part by City's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of City or City Personnel; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or City covering any Claim, and hold and save City and City Personnel harmless therefrom, whether such Claim was caused in whole or in part by City and/or City Personnel's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of City and/or City Personnel.

2.5.2.3 In the event City is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to City any and all costs and expenses incurred by City in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

## 2.6 Legal Relations and Responsibilities

2.6.1. Nature of Relationship: City and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License is a license and not a lease, profit a prendre, or any other interest in the Premises, and does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between City and Licensee.

2.6.2. Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, City, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3. Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of City, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4. Acknowledgment of City's Title: Licensee hereby acknowledges the title of City in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist City's title to the Premises.

2.6.5. Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify City and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6. Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that City shall have no responsibility therefor. Licensee shall be solely responsible for any second allotted taxes or charges that may be revised or imposed on Licensee's activities taken hereunder, including any severance or other taxes.

2.6.7. Condemnation. In the event the Premises or any portion of the Premises is acquired under the power of eminent domain, or transferred by way of negotiated agreement in lieu of, or under threat of eminent domain, City shall receive and be entitled to all just compensation that may be awarded for the taking, including but not limited to just compensation for the property taken, any damage for injury to the remainder, and damage for any loss of

business goodwill, excepting only damages or compensation specifically awarded for any relocation benefits that may be available to Licensee, and any compensation for tangible personal property losses or improvements pertaining to the realty owned by Licensee, all of which shall be recoverable by Licensee.

#### 2.6.8. City's Reservations

2.6.8.1 City hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to City. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.8.2 City hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License, and shall promptly quit the Premises, in accordance with Sections 2.6.10 and 2.6.11 below.

2.6.9. Waiver of Claims: As a material part of the consideration to City under the License, Licensee hereby waives any and all claims that it may have against City during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.10. Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.11. Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for five (5) or more days after such event shall at City's opinion, be deemed to have been abandoned and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and City shall have no duty to account for such property. Licensee agrees to reimburse City for any and all costs associated with City transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.12. Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by City, or any of its officers, employees, agents or

representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, the Premises' state of title, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.13. No Representation or Warranty Concerning Premises: Licensee acknowledges that neither City, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.14. Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should City be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to City its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.15. Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to City hereunder do not include the cost of any site preparation or security guard or any other security services or measures. Licensee further acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.16. No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than City and Licensee.

2.6.17. Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.18. City's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of City in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.6.19. Copies of Reports. Licensee shall provide to City copies of all surveys, engineering information, analysis, environmental reports, tests and studies and any other information obtained or generated by Licensee in connection with Licensee's use of the Premises.

## 2.7 Maintenance and Repair of Premises

2.7.1. Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of City in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of City and in compliance with all applicable laws.

2.7.2. Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, City shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within five (5) days of receipt of such written notice from City, City may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to City within five (5) days of Licensee's receipt of a statement of such costs from City. Any such maintenance, repair or replacement by or on behalf of City shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.8 Miscellaneous

2.8.1. Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to City: CITY OF HUNTINGTON PARK  
Attention: Director of Parks & Recreation  
3401 East Florence Avenue  
Huntington Park, California 90255

If to Licensee: To such name and address set forth for Licensee in Section One of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2. Warranty of Authority: Each officer of City and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3. Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4. Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5. Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both City and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6. Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, City, Licensee, and their respective successors and assigns.

2.8.7. Re-Entry: No entry or re-entry into the Premises by City shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by City to Licensee. City's entry into possession of the Premises without having elected to terminate shall not prevent City from making such an election and giving Licensee notice thereof.

2.8.8. Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and

things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10. Precedence: In the event of any conflict between Sections of this License, Section One shall prevail over Sections Two, Three and Four, and Section Three shall prevail over Section Two.

2.8.11. Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[END GENERAL LICENSE PROVISIONS]

**SECTION THREE:  
SPECIAL LICENSE PROVISIONS**

3.1 Licensee shall supply the Director of Parks & Recreation (the “Director”) with a complete and detailed layout map of the set-up for Licensee’s use of Premises (the “Layout Map”) not less than fifteen (15) days before the Commencement Date. No work shall commence on the Premises unless and until approval of the Layout Map has been obtained from the Director.

3.2 Licensee shall remove all of its equipment and property from the Premises by the Expiration Date.

3.3 Licensee agrees that, if the Premises is not completely vacated by the Expiration Date, all of Licensee’s remaining equipment and property may be removed from the Premises and stored at Licensee’s expense. City in no way assumes any responsibility for any equipment or property left by Licensee on the Premises.

3.4 Licensee shall keep all of Licensee’s equipment and personnel at least 30 ft. away from the Department of Water and Power, power right-of-way lines running along Bissell Street and shall keep such area free and clear of all obstruction including parked vehicles, tents, rides, etc.

3.5 Personnel

3.5.1. Licensee’s personnel shall not sleep on or about the Premises or public streets, except in self-contained mobile homes or trailers indicated in the Layout Map.

3.5.2. Licensee’s personnel shall not use the Premises for any services such as City’s shower and restroom facilities.

3.6 Motor Vehicles and Equipment

3.6.1. Licensee’s vehicles will be allowed on the Premises for loading and unloading only during those specific hours set for that purpose. Licensee shall use caution not to damage sprinkler heads or trees on the Premises. Any such damage shall be paid for by Licensee pursuant to Paragraph 3.11.4 of this Agreement.

3.6.2. Vehicles that are not an operating part of the carnival are not to be parked or stored on any Municipal Park facility or public street, except along the railroad right-of-way parking area east of the ball diamonds on the Premises. This area may be used as a parking and staging area between June 27, 2017 at 7:00 am and July 5, 2017 at 1:00 pm, as set forth in Section 5 below.

3.6.3. Equipment and vehicles likely to drip oil or other liquids shall have proper ground covers installed under them for the protection of the property on which they are parked.

3.6.4. Maintenance of vehicles and equipment (including, but not limited to, repairing, painting, washing, or lubricating) is not allowed on the Premises.

### 3.7 Building, Safety and Health

3.7.1. Prior to set-up, Licensee shall be required to obtain a building permit for all electrical, equipment and bleacher installations from the City Building Department located in Room 145, City Hall. No permit will be issued without a copy of a "Service Order" from H. P. Consolidated (562-663-3400) indicating that arrangements have been made for trash pick-up.

3.7.2. The Premises shall at all times be subject to inspection by the City's Building, Police, Fire, and Health Departments, which shall have the authority to shut down Licensee's use of Premises if there exist any danger to the health and/or safety of the participants, spectators, or public, or if there is a violation of any law or ordinance.

3.7.3. The use of Premises shall conform to the requirements of Sub-Chapter 2, Title 19, and Administrative Code of State of California and all other government-related fire prevention and safety codes. Licensee shall also coordinate inspection of all tents by the fire department prior to the date of the City inspection.

3.7.4. Licensee shall ensure that tents, booths, bleachers, equipment, animal storage pens, and any other facilities are erected and maintained in compliance with State, County, and City Building and Safety Regulations.

3.7.5. Licensee shall ensure that all electrical equipment and installations comply with the Safety Codes of the State of California and City's Electrical Ordinances. Licensee shall not be permitted to tie into any City electrical lines without prior written approval from the City's Director of Public Works. Licensee must have all electrical work completed by a licensed electrician, said electrician shall be responsible for obtaining any permit or approval required for the operation of any generators to be used.

3.7.6. Food Vendors (profit and non-profit) shall be required to obtain the County Health Department's approval two weeks prior to the Commencement Date, at Department of Health Services, 245 South Fetterly Avenue, Los Angeles, CA 90022. Public health licenses and permits shall be retained on site and available for inspection at all times. Licensee shall notify all vendors of this requirement.

3.7.7. Licensee shall provide a minimum of five (5) lighted comfort stations for the convenience of the public, including one (1) for the handicapped. The comfort stations shall be cleaned and serviced on a regular and daily basis as needed and at least three (3) times per day.

3.7.8. Licensee shall make all necessary arrangements for the pick up of debris and refuse from the Premises and for the proper disposal of all such refuse.

### 3.8 Approval Prior to Opening Operation

3.8.1. Licensee shall not commence its operation of the carnival until all equipment and properties have been inspected and approved by the appropriate City and County Departments. All equipment and properties shall be ready for inspection by 2:00 p.m. on July 3, 2017. Licensee shall pay to City an additional fee of \$150 per hour for each hour after 4:00 p.m. on July 3, 2017 until all equipment and material are removed from Premises.

3.9 City Vendors. City vendors retain the right to sell concession items in the Municipal Park of which the Premises is a part, but shall remain outside the Premises where Licensee vendors are selling during the term of this License.

### 3.10 Restoration of Premises

3.10.1. Licensee shall leave the Premises in the same condition it was in prior to the Commencement Date.

3.10.2. City reserves the right to inspect the Premises at any time.

3.10.3. Licensee shall be liable for the cost of any repairs the City Manager determines is necessary to restore the Premises to the condition it was in prior to the Commencement Date.

### 3.11 Deposit and Fees

3.11.1. Licensee shall deposit \$2,500 in the form of cash, a cashier's check or money order, (payable to the "City of Huntington Park"), with the City's Recreation Administrative Office at least seven (7) days prior to the Commencement Date. The deposit shall be refunded if the Premises is left in the same condition it was in prior to the Commencement Date (i.e. clean and undamaged), as determined by the City Manager, and all required fees and charges have been paid to City. The deposit or portion thereof, shall be released to the Licensee by the Finance Department upon demand of the Director of Parks & Recreation.

3.11.2. Licensee shall be responsible for any amount over \$2,500 required to cover restoration charges and/or additional fees and charges required herein.

3.11.3. Within twenty-four (24) hours after the Expiration Date, Licensee shall pay City for any Police Officers it may have provided pursuant to Section 3.12 herein. Payment shall be made at the Huntington Park Police Department located at 6552 Miles Ave., Huntington Park, CA.

3.11.4. Within forty-eight (48) hours after the Expiration Date, Licensee shall pay City any restoration charges and/or fees/charges not covered by the deposit required under Section 3.11.1 herein.

3.11.5. Licensee shall prepare a written report detailing all expenses incurred by it in connection with the Use of the Premises (including, but not limited to, administrative costs, expenditures for rides, booths, entertainment, security, etc). The report shall be transmitted to the City as set forth in Section 6.

### 3.12 Police, Security and Special Events Staff

3.12.1. Licensee shall submit a written security plan to the Police Department for the Use of Premises which shall be approved by the Chief of Police or his designated officer at least fifteen (15) days prior to the Commencement Date. The written security plan shall include the following:

3.12.1.1 Crowd estimated and any anticipated security problems.

3.12.1.2 The company name, address, and telephone number of any retained private security firm, and their representative.

3.12.1.3 The number of both uniformed and non-uniformed security personnel to be assigned to the event at all times with their specific security assignments.

3.12.1.4 The number of security officers, if any, who will be armed.

3.12.1.5 Scheduling for security officers 30 minutes prior and after public operation.

3.12.1.6 Any other information required by the Chief of Police.

3.12.2. The Chief of Police shall have final authority to approve, modify or revoke the security plan and to assign City police officers at the expense of Licensee, based on the need for public safety.

3.12.3. Licensee shall notify the Chief of Police or his designee at least twenty-four (24) hours before any change in the operating schedule or security plan for the use of Premises.

3.12.4. Licensee shall maintain a minimum of one (1) adult members of its organization to supervise all activities during operation of the carnival.

3.12.5. The areas where animals will be kept, if applicable, shall be securely locked and enclosed for the protection of public.

3.13 Business License and Fees. Licensee shall obtain a City business license seven (7) days prior to the Commencement Date, at City Hall, 6550 Miles Avenue, Room 127, Huntington Park. License fees per operating day for Licensee engagements are \$200.

3.13.1. County Health Department permits must be presented by food vendors prior to issuance of City license.

3.13.2. Non-profit organizations who are registered with the Internal Revenue Service as a 501C (3), and businesses with current City licenses are exempt from obtaining business license.

3.13.3. Four (4) days in advance of the Commencement Date, Licensee shall submit a list of all vendors to the City's Business License Office.

3.14 Water Usage. City can provide water for use by Licensee at Licensee's expense at the normal water rate costs.

3.14.1. Licensee is allowed to use a 1/3" park water outlet which is metered and Licensee will be charged according to its water consumption.

3.14.2. If a larger water service is needed, Licensee, may use fire hydrant hookups. A \$1,000 deposit is required at least four (4) days in advance of the Commencement Date at Room 127 at City Hall, 6550 Miles Avenue, Huntington Park, CA.

3.14.3. Water fees will be calculated from the consumption meter and water costs will be charged pursuant to Paragraph 3.11.4.

**SECTION FIVE:  
USE OF PREMISES**

Licensee is hereby granted permission to use the Premises for the purpose of conducting a carnival. Dates pertaining to the carnival are as follows:

Tuesday, June 27, 2017	Enter Parking Lot at Salt Lake, Staging Area
Wednesday, June 28, 2017	Parking Lot at Salt Lake, Staging Area
Wednesday, June 28, 2017	Enter/Set up @ 5:00 pm - 10:00 pm
Thursday, June 29, 2017	Set up @ 7:00 am - 10:00 pm
Friday, June 30, 2017	Set up @ 8:00 am – 9:00 pm Inspection @ 2:00 pm
Saturday, July 1, 2017	Open @ 2:00 until Close @ 11:00 pm
Sunday, July 2, 2017	Open @ 2:00 until Close @ 11:00 pm
Monday, July 3, 2017	Open @ 2:00 until Close @ 11:00 pm
Tuesday, July 4, 2017	Open @ 2:00 until Close @ 11:00 pm
Tues, July 4 <sup>th</sup> - Wed, July 5	Clean up on site. To be completed by 1:00pm Wednesday, July 5, 2017.

## **SECTION SIX**

### **LICENSE FEE SCHEDULE**

As consideration for the issuance of this License, Licensee shall pay to City twenty percent (20%) of the gross receipts generated from ticket sales for the rides. Licensee shall pay \$50 for each booth space sold to the City. Licensee shall prepare a written report detailing all expenses incurred by it in connection with the Use of the Premises (including, but not limited to, administrative costs, expenditures for rides, booths, entertainment, security, etc). The report along with the check to the city shall be personally submitted to the City on Monday, July 10, 2017 as set forth in Paragraph 2.1.1 of this License Agreement.





## CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

May 2, 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 FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATING, INC. FOR GRAFFITI REMOVAL SERVICES**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve first amendment to agreement with Graffiti Protective Coating, Inc. (GPC) for graffiti removal services;
2. Authorize City Manager to execute agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2016-2017 for payment of graffiti removal services.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park (City) currently contracts with Graffiti Protective Coating, Inc. (Contractor) for the City's graffiti removal services. Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, parks, two story buildings (first and second floors), water well sites, and all City owned property, structures, facilities, etc. within the City limits.

The current agreement is set to expire on May 1, 2017. The agreement allows the term to be renewed for a maximum of two (2) one (1) year extensions. The recommendation is to exercise a one (1) year extension with the option for the city council to exercise the additional one (1) year extension at the conclusion of the first year.

#### **FISCAL IMPACT/FINANCING**

Each extension would be for \$388,200 per year. If the 2<sup>nd</sup> extension is exercised the total renewal contract value would \$776,400. If approved, a portion of the contract, \$64,700, would encumbered in the current fiscal year. The balance of the contract amount would be budgeted and encumbered in FY 2017-2018 in the following accounts:

CBDG	239-8095-431.56-75
General Fund	111-8095-431.56-75
Prop C	220-8070-431.56-41

**APPROVE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH  
GRAFFITI PROTECTIVE COATING, INC. FOR GRAFFITI REMOVAL SERVICES**

May 2, 2017

Page 2 of 2

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Public Works Director

**ATTACHMENT(S)**

- A. Current Graffiti Protective Coating, Inc. Contract Services Agreement
- B. Draft Proposed First Amendment to Contract Services Agreement



## GRAFFITI REMOVAL

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **14<sup>th</sup> day of April, 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Graffiti Protective Coating, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year commencing from **May 1, 2016**. Upon the conclusion of the term, this agreement may be renewed with City Manager or City Council approval for a maximum of two (2) 1-year extensions of term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A.
  - A. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

aggregate sum of **Three Hundred Eighty-Eight Thousand and Two Hundred (\$388,200.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR’S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR’S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR’S monthly compensation is a function of hours worked by CONTRACTOR’S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR’S cessation or abandonment.

## PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Work, Engineer and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR

basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any

manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury,

damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

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

CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

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

**CONTRACTOR:**

Graffiti Protective Coating, Inc.  
(GPC)  
419 N. Larchmount Blvd #264  
Los Angeles, CA 90004  
Atten: Barry Steinhart  
Phone: (323) 464-4472  
Fax: (323) 656-3579

**CITY:**

City of Huntington Park  
Public Works Dept.  
Acting Public Works Director and  
City Engineer  
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: CONTRACTOR 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-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

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

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

**CITY OF HUNTINGTON PARK:**

**Graffiti Protective Coating, Inc. (GPC)**

By: Edgar Cisneros  
Edgar Cisneros  
City Manager

By: Carla Kempff  
Name: Carla Kempff  
Title: President

**APPROVED AS TO FORM:**

By: Arnold Alvarez-Glasman  
Arnold Alvarez-Glasman  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **GRAFFITI REMOVAL SCOPE OF SERVICES AND BID SCHEDULE**

#### **MINIMUM REQUIREMENTS GRAFFITI REMOVAL**

- C-33 Contractor's License.
- Insurance as required by the City of Huntington Park. This includes Worker Compensation Insurance encompassing all employees.
- All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal.
- The Contractor will remove graffiti within 8 working hours after assignment by the City. All graffiti identified by the Contractor must be removed within 24 working hours. Any graffiti containing obscenities shall be removed immediately on identification or assignment.
- The Contractor will have and use reclamation equipment to prevent water used in the graffiti removal process from entering storm drains. Such water shall be disposed of properly.
- Contractor must have appropriate equipment to remove graffiti from hard to reach areas including elevated structures.
- Contractor's vehicle must be labeled with Contractor's business name.

#### **WORK PERFORMED BY COMPANY OR INDIVIDUAL**

A crew is defined as one individual operating a marked service truck for the purpose of the removal of graffiti in the City of Huntington Park.

- Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, parks, two story buildings (first and second floors), water well sites, and all City owned property, structures, facilities, etc. within the City limits.
- Contractor is to patrol streets as part of daily routine to seek and remove all visible vandalism. During patrols, Contractor is to remove all graffiti no matter how small including but not limited to walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, water facilities, roofs, sewer lids, vents, streets, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, such stickers, mail boxes, banners, buildings, and all graffiti as directed or otherwise.
- City is seeking to maintain the highest standard possible. Paint must be professional matched to existing color. Sidewalks, natural brick and stone must

be pressure washed or removed in a manner not to harm surfaces. Damage to surfaces and any damage caused by contractor shall be repaired immediately at the contractor sole expense, without reimbursement from the City.

- Contractor is to provide verified worksheets from all trucks which must include graffiti removal sites, type of graffiti removed, approximate square footage, time-in, and time-out.
- Contractor must also perform a weekly cleaning of approximately eight (8) City-owned trash dumpster enclosures. A high-pressure steam cleaner must be used to clean dirt, grease, grime, graffiti, and the like from the interior and exterior walls of the enclosures and the grounds of the enclosures, up to a 5' radius from the walls of the trash enclosures. City is seeking to maintain these designated trash dumpster enclosures to the highest standard possible. Frequency of cleaning is subject to change upon the need of the City.
- Contractor to provide all equipment, tools, and other materials to complete trash dumpster enclosure cleaning as specified.

The Contractor will:

- Identify each graffiti incident using a City provided graffiti removal request form.
- Provide a daily list of each graffiti incidents removed by each crew.
- Provide a daily total of graffiti incidents removed by each crew.
- Carry a cellular phone and respond to calls.
- Immediately remove graffiti incidents containing obscenities of any type.

The Contractor agrees to provide a performance bond for the full amount of the contract, upon award of the contract.

#### WORK ORDER MANAGEMENT SYSTEM

- a. Contractor shall provide a work order management system for receiving, tracking, and closing work orders which City personnel may access.
- b. Work order shall include:
  - (1) Location or address;
  - (2) Before and after photos;
  - (3) Date abatement performed;
  - (4) Response time in hours;
  - (5) City department;

- (6) City contact name;
  - (7) Date of request;
  - (8) Square footage;
  - (9) Surface type;
  - (10) Public or private property;
  - (11) Brief description of graffiti;
  - (12) Description of remedy; and
  - (13) Gang tag ID.
- c. Work order management system shall allow City personnel to monitor City work orders and projects.
  - d. Location shall include photo from a mobile device with GPS online mapping application similar to Picasa 3 Freeware.
  - e. The City shall have access to this data following completion of work order for a period of three (3) years.

### **Emergency Responses**

The City will have direct cell phone contact to the project manager, the assistant project manager, Contractor's President, as well as the 24-hour answering service that will be linked to the local office. Contractor shall guarantee a 1-hour or less response to all emergency requests. This service is included in the contract price and no additional compensation will be allowed.

### **Adherence to All Local, State and Federal Laws and Requirements**

The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

### **Key Personnel**

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

The Contractor shall assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules;
- 2) Maintenance or replacement of cleaning equipment;
- 3) Notifying City of any personnel changes; and
- 4) Training of new personnel.

### **Supervisors**

The Contractor shall provide access to a qualified English speaking supervision at all times. The supervision shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract.

The Contractor shall designate in writing to the City's Public Works Department, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the Contract Supervisor.

Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Director of Public Works or designee, for repeated non-compliance of these requirements or for any reason or no reason.

Contractor shall meet in conference with the City's Public Works Director or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (Contractor will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Public Works Director or designee and the Contractor's Project Manager.

### **Personnel**

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Public Works Director or designee immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee constitutes a satisfactory security risk, his/her employment on the contract will be denied.

**Background Check:** The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

**Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

**Identification and Uniforms:** All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.

**Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable by City Staff shall be discharged immediately and not reemployed on this work.

**Supervision:** Contractor shall provide a supervisor or foreman who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

**Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in contract services.

**Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

### **Employee List**

The Contractor shall provide to the City's Public Works Director or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by areas and crews in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of driver's licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Public Works Director within one working day. Employees terminated by the Contractor shall be reported the day to the City's Public Works Director or designee, unless it is after hours, then the next business morning shall be acceptable.

### **Removal of Staff**

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

### **Backup Staff**

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

### **Unauthorized Personnel**

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

### **Prohibited Items**

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

### **City & Personal Property of City Personnel**

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against

unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Public Works Director within twenty-four (24) hours.

### **Telephones**

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

### **Hours of Work**

The Contractor shall provide no less than the minimum number of estimated hours as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

### **Care of Facilities**

Contractor's employees shall regularly observe the general condition of all City facilities and report problem areas to Contractor's supervisor. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Public Works Superintendent or his designee, immediately.

**Alarm System:** Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

**Damages:** The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

**Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

**Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing.



2017

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

**(Engagement: Graffiti Removal Services for the City)**

**(Parties: City of Huntington Park – Graffiti Protective Coating, Inc.)**

THIS FIRST AMENDMENT (the “First Amendment”) to Graffiti Removal Services Agreement is made and entered into this **1<sup>st</sup> day of May, 2017** by and between the City of Huntington Park, a municipal corporation (hereinafter, “CITY”) and Graffiti Protective Coating, Inc., a Corporation (hereinafter, “CONTRACTOR”) and expiring on **ENTER DATE**. For the purposes of this agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.”

**RECITALS**

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

WHEREAS, on or about April 14, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Graffiti Removal Services) (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY’s sole discretion by providing written notice of its intent to extend the Master Agreement; and

**WHEREAS, the Parties desire to amend the Master Agreement by modifying the term of the Master Agreement; and**

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: "The term of this Agreement shall commence on May 1, 2017 and expire on June 30, 2018 with an option for the city council to exercise a one (1) year extension at the conclusion of the first year. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

2. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement, the provisions of this First Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

4. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on the day and year first appearing above.

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

Date: \_\_\_\_\_

**GRAFFITI PROTECTIVE COATING, INC:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 2, 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:

## **CONSIDERATION AND APPROVAL OF CONSTRUCTION MANAGEMENT FOR THE SPLASH PAD PROJECT AT SALT LAKE PARK**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Select contractor to provide construction management services for the Salt Lake Park Splash Pad Project; and approve award of contract services agreement for construction management and construction inspection; or
2. Reject all proposals and authorize City staff to direct Transtech, under the currently approved Augmentation Contract, to proceed with Construction and Program Management per the approved fee schedule at a not-to-exceed fee of ten percent of the construction budget; and
3. Authorize City Manager to execute the agreement/purchase order.

### **BACKGROUND**

The City Council adopted a resolution approving the City's application for a federal grant to construct a splash pad at Salt Lake Park under the Land and Water Conservation Fund (LWCF). Community Development Block Grant (CDBG) funds have also been allocated for the construction of this important community amenity which will replace the defunct, dilapidated, and obsolete wading pool at Salt Lake Park.

### **PROJECT**

The project was advertised on November 24, 2016 and December 15, 2016. Seven notice inviting bids for construction packages were requested, and two bids were received. Micon Construction, Inc. was awarded the project on February 7, 2017.

# CONSIDERATION AND APPROVAL OF CONSTRUCTION MANAGEMENT FOR THE SPLASH PAD PROJECT AT SALT LAKE PARK

May 2, 2017

Page 2 of 3

In March, 2017 a request for proposals for construction management and construction inspections services was issued. 17 RFP packages were requested and one proposal was submitted on April 20, 2017.

Bidder	Total Bid Amount
Wallace and Associates Consulting, Inc.	\$111,640

## **FISCAL IMPACT/FINANCING**

Funding for the Splash Pad Project Construction Management and Construction Inspection was approved in the City's FY16-17 Adopted Budget in the following accounts and dollar amounts:

114-6010-451.73-10	\$ 50,000
239-6010-451.73-10	\$ 310,000
251-6010-451.73-10	<u>\$ 325,000</u>
	\$ 685,000

Currently there is \$100,000 budgeted under account # 535-8016-431.73-10 for street lighting improvements and pole replacements. As of this date, no expenditures have been charged. Funds will be reallocated to fund Park maintenance and improvements in relation to the Splash Pad Project.

The Wallace and Associates total bid amount exceeds the existing fiscal year budget for this project and will require additional appropriations. Therefore, it is recommended that Transtech is selected to perform construction management, inspection, and program management and compliance under the existing contract per the hourly rate sheet not to exceed \$65,360. If Council chooses to select Transtech, there will be a savings of \$46,280 (\$111,640 - \$65,360) for these services.

## **FISCAL IMPACT/FINANCING**

Staff intends to use funding from the CDBG Program, LWCF Grant-in-Aid Program, Parks CIP, and Measure L for the project.

## **LEGAL AND PROGRAM REQUIREMENTS**

This project is required to meet Community Development Block Grant (CDBG) and Land and Water Conservation Fund (LWCF) funding requirements. The bid package included Federal and State HUD requirements to highlight this matter to bidders.

## **CONCLUSION**

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

**CONSIDERATION AND APPROVAL OF CONSTRUCTION MANAGEMENT FOR THE  
SPLASH PAD PROJECT AT SALT LAKE PARK**

May 2, 2017

Page 3 of 3

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works



Josette Espinosa  
Director of Parks & Recreation

**ATTACHMENT(S)**

- A. Scope of Services
- B. Sample Contract Services Agreement

**ATTACHMENT “A”**  
**SCOPE OF SERVICES**  
**SPLASH PAD CONSTRUCTION MANAGEMENT**  
**CITY OF HUNTINGTON PARK**

The City of Huntington Park is sought proposals from qualified Consultants that can successfully provide the services listed for the Splash Pad Improvements at Salt Lake Park for the entire duration of the project including close out procedures and requirements per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds. Services to be provided include contract and program administration, construction management and inspection, utility coordination, labor compliance (Davis Bacon), material testing services, and project close-out services. All services are to be provided in accordance with federal requirements, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds and grant specific requirements.

Listed below is the scope of services which is intended to address the services necessary to manage the construction of the Project. All services provided must comply with and be performed per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds and grant requirements.

The services to be provided include:

**Task 1      Construction Management**

The selected Consultant must provide an experienced Construction Manager who has successfully delivered services on federally-funded projects. At least 10 years of experience managing similar projects is required. The Construction Manager must be able to perform the following:

**Management**

- Provide weekly reports and monthly invoices to City.
- Deliver Project services in accordance with the City, Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds and grant requirements.
- Manage and coordinate all aspects of the Project, inclusive of all services identified in the RFP and all construction management, material testing, and specialty inspection.

- Conduct a pre-construction meeting and weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate Project activities with City staff, contractors when applicable, agencies, and Project stakeholders.
- Prepare weekly status reports, daily logs on the Assistant RE Daily Diary Log form, and weedy statements of working days and any other documents that are required by the City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds and grant requirements.
- Coordinate design changes, request for information, and contract change orders.
- Participate in field meetings and document issues, findings, directions received, changes, etc., and develop solutions.
- Coordinate all necessary outreach activities to impacted local business and the general public for the duration of the Project.
- Other improvements/activities as deemed necessary by the consultant to implement the improvements on the Project.

#### Schedule and Budget

- Deliver Project on time and within budget.
- Prepare and monitor construction schedule per Caltrans Critical Path Method and update regularly.
- Prepare change orders per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Maintain an accounting of construction cost, including approved change orders.
- Review payment requests, make payment recommendations, and prepare progress payment per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Prepare invoice with supporting documentation to Metro with all progress reports per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.

#### Miscellaneous

- Review and coordinate approval of shop drawings with the design Consultant.
- Review and approve material submittals per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.

- Log, track, and process submittals. Request for Information (RFIs), Request for Changes (RFCs). Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Provide City with set of Record Drawings and electronic set of drawings at Project completion per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Monitor materials documentation and testing results, as well as enforce corrections per City, LAPM, Metro, and grant requirements.
- Conduct labor compliance per LAPM requirements, per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Review and approve contractor's safety program per Federal and State requirements and per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and City requirements.
- Review and respond to all requests for clarification.
- Review and approve traffic control plans.
- Process all Project documentation per City and Caltrans requirements, and standard format.
- Maintain Project files per LAPM guidelines.
- Prepare and conduct a quality assurance program (QAP) to meet Federal and State and per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements. Other Projects contract and construction management responsibilities as assigned.

## **Task 2      Construction Observation and Inspection**

The selected Consultant must provide an experienced Construction Inspector who has successfully provided inspection services on street rehabilitation projects. At least 15 years of experience in construction inspections is required. The Construction Inspector must be able to perform the following:

- Coordinate with City staff, including the Police Department, Los Angeles County Fire Department, if needed Huntington Park Transit and Metro Transit, utility companies, and other Project stakeholders.
- Facilitate requested public outreach activities.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Complete daily measurements of quantities of work with the contractor and daily inspector reports per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Provide daily reports to City staff on a weekly basis.
- Attend all Project meetings such as preconstruction, field, and progress meetings.
- Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc. per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Prepare in-progress punch list at the completion of each phase of the Project (i.e. disabled access ramps, traffic signal upgrades, pavements rehabilitation, etc.)
- Ensure Project construction in accordance with approved PS&E, City standards, and Standard Specifications for Public Works Construction and per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
- Ensure all construction activities are witnessed. If deemed necessary, inspections for night work will be performed.
- Ensure compliance with the NPDES program and survey monuments preservation, establishment, and reestablishment per contract.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation.
- Each working day, meet with the Contractor to review proposed work plans, including specific details that may affect progress. Inform Project Manager of any work which may result in a noteworthy impact to the City.
- Closely monitor compaction, material, and other necessary testing results and require the Contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the Project and enforce special requirements of each.

### **Task 3 Labor Compliance**

The selected Consultant will function as an extension of City staff and be expected to manage the Project per City, LAPM, Metro, and grant requirements. The Consultant will be expected to successfully perform the bid analysis and submit to Metro the Award Package, monthly invoices, and other documentation as required per City, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.

The Consultant will be expected to coordinate labor compliance with the City's Labor Compliance Consultant in accordance with the LAPM.

### **Task 4 Material Testing**

1. Material testing, if any, shall be performed and shall conform to all Quality Assurance Program Manual (QAP), City, LAPM, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.
2. Secure and submit to the City the material compliance certificates from national suppliers per City, LAPM, per Community Development Block Grant (CDBG), Land and Water Conservation Fund (LWCF) and Measure R funds, and grant requirements.

### **Task 5 Utility and Outside Agency Coordination**

Utility coordination includes but is not limited to the following:

1. Send notification of the pre-construction meeting to all affected utility companies, Police Department, Los Angeles County Fire Department, Metro, Huntington Park Transit, SCE, etc. prior to construction.
2. Review Project scope of work with each utility company at the construction conference and review possible conflicts. Consultant shall work with each utility to insure that specific needs of the Project are understood.

### **Task 6 Project Closeout**

Utility coordination includes but is not limited to the following:

1. Send notification of the pre-construction meeting to all affected utility companies, Police Department, Los Angeles County Fire Department, Metro, SCE, etc. prior to construction.
2. Review Project scope of work with each utility company a construction conference and review possible conflicts. Consultant shall work with each utility to insure that specific needs of the Project are understood.

## ATTACHMENT "B"



### SAMPLE CONTRACT SERVICES AGREEMENT

#### CONSTRUCTION MANAGEMENT

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

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of **ENTER TERM?**] 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.

1.3 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.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of 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.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONSULTANT.
  
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all 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 to 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 its 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: \_\_\_\_\_  
Edgar Cisneros,  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 2, 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 AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements;
2. Authorize City Manager or designee to execute the agreement; and
3. Authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget.

### **Background**

The pilot program will be conducted to eliminate tripping hazards between ¼" and 2" on both residential and commercial sidewalks. The pilot program surveyed a portion of the city as identified in Figure 1 by Precision Concrete Cutting. The red dots indicate a trip hazard found within ¼" and 2" in the surveyed area. In many cases, trip hazards are created when the roots of City trees extend underneath the sidewalk and uplift only a portion of the sidewalk or concrete.

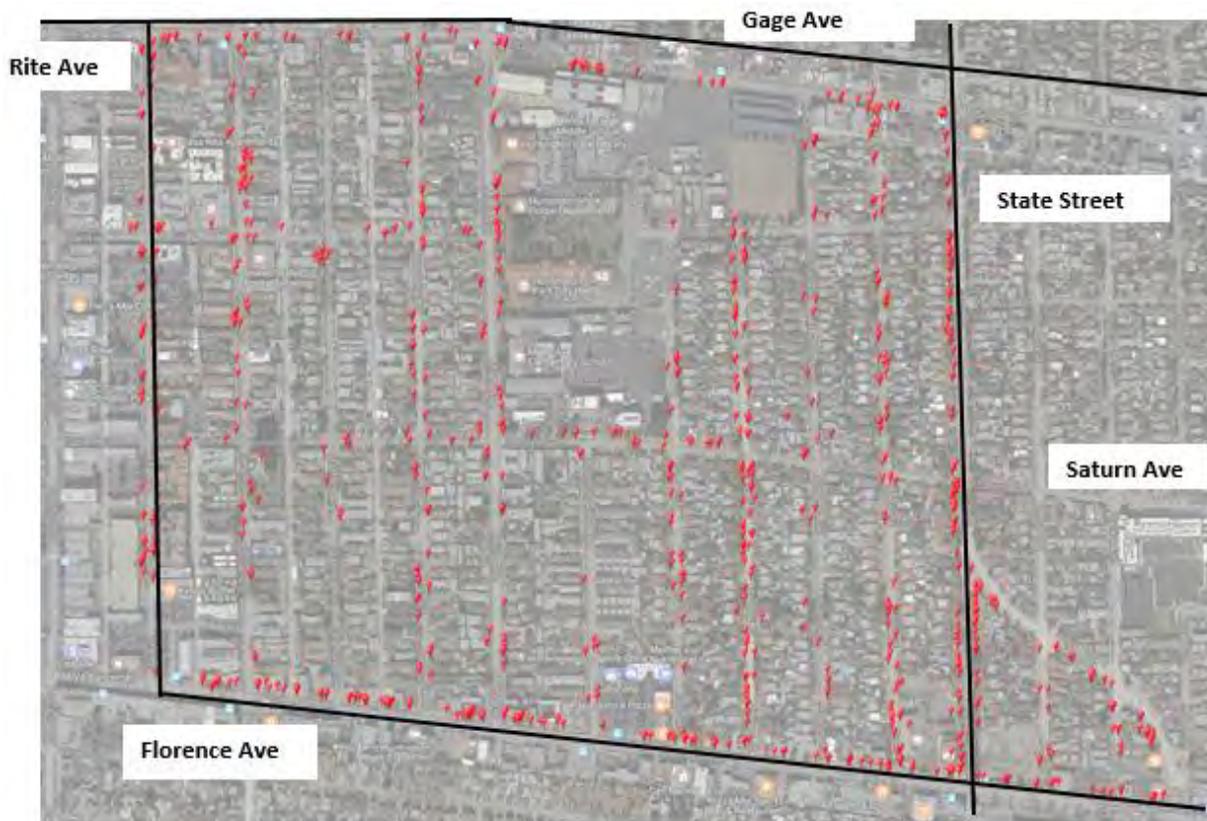
The city Trip Hazard Repair Program will have a two phase approach. The first phase is to address the trip hazards identified in Figure 1. The second is to survey the entire city and budget the estimated cost into next year's fiscal budget or in multiple fiscal years depending on the extent of trip hazards identified. In both phases, if the trip hazard identified exceeds 2" Precision Concrete Cutting will document and report to the city for our internal evaluation. To guarantee that the trip hazards are addressed throughout the city, the Trip Hazard Repair Program will require yearly cycles throughout every quadrants of the city and will be budgeted accordingly.

# APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES

May 2, 2017

Page 2 of 3

**Figure 1**



842 Trip Hazards in the area bounded by Rita/Florence/State and Gage

## **ANALYSIS**

Staff requested a proposal from Precision Concrete Cutting for Sidewalk Saw Cutting Trip Hazard Repair. It was indicated by Precision Concrete Cutting that they own the rights to multiple patents and thus have a sole surface on this technology. Their technology was demonstrated on multiple instances on city streets for city staff. The Public Works staff has checked the company's background and references. They are currently contracted by the City of South Gate. Staff is satisfied with the company's performance and professionalism.

The contract was bid on a unit price basis, and the contractor will perform trip hazard removal on an agreed upon not to exceed amount of \$65,000.

## **FISCAL IMPACT/FINANCING**

The pilot program will require the total of the FY 2016-2017 budgeted amount of \$65,000 in account 222-530-431.56-41.

## **CONCLUSION**

**APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION  
CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES**

May 2, 2017

Page 3 of 3

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Public Works Director

**ATTACHMENT(S)**

- A. Scope of Work
- B. Sample Contract Services Agreement for Trip Hazard Removal
- C. Sole Source Letter



Contact: Ron Durna  
Office: 909.539.7740  
[www.safesidewalks.com](http://www.safesidewalks.com)  
Email: [socalpcc@safesidewalks.com](mailto:socalpcc@safesidewalks.com)

## **SIDEWALK TRIP HAZARD REPAIR**

### **PROPOSAL:**

**City of Huntington Park**

**6900 Bissell Street**

**Huntington Park CA 90255**



Presented to: Juan Preciado  
February 21st 2017

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



## COMMITMENT SUMMARY

### COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.

### A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance

### CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.

### SAFE

Decrease liability on your pedestrian walkways

### DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.

### LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.

### FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.

### LONGER LASTING SIDEWALKS

Most sidewalks can be repaired 2-3 times before needing replacement



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

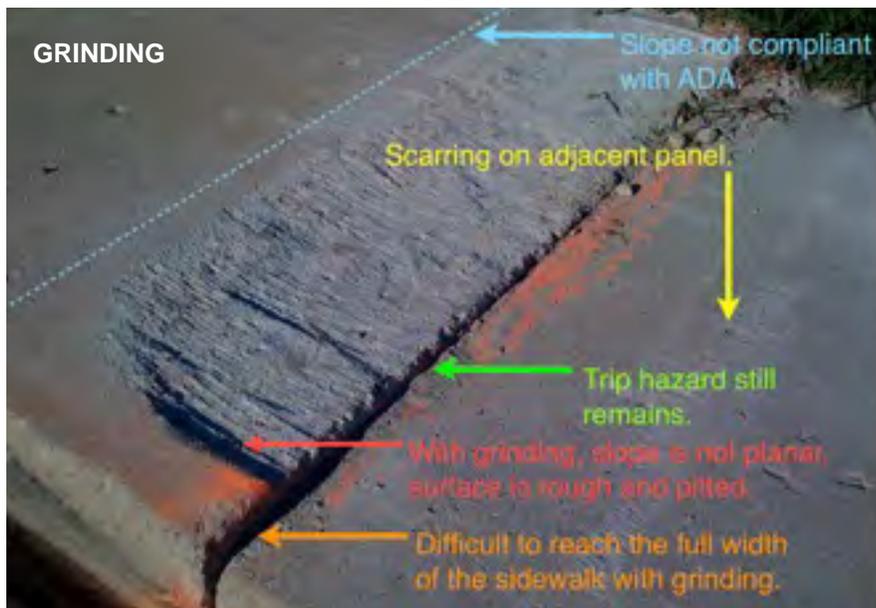
Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds).

Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



## THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant - a result you can't get with grinding. Plus, our method saves you money!



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## PRECISION CONCRETE CUTTING REPAIRS



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## PRECISION CONCRETE CUTTING REPAIRS



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## SURVEY AREA



This proposed project includes removing trip hazards for the City of Huntington Park. The map shows the location of where the trip hazards were surveyed. These areas were designated by Juan Preciado.

**Total Trip Hazards - 842**

The map in this proposal shows the approximate locations of trip hazards on the surveyed property. The accuracy of these maps is dependent on the technology available on smart phones and should be relied upon as approximations only.



## **CONTRACTOR SERVICES AGREEMENT**

### **Precision Concrete Cutting for Trip Hazard Removal Services**

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **18<sup>th</sup> day of April, 2017** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Precision Concrete Cutting** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

#### **I.** **ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commencing on **April 18, 2017 to June 30, 2017**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.

- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$65,000.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the

services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of

Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations

under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOROR 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 CONTRACTORual liability.
  - B. Automobile Liability Insurance: CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR'S INSURANCE: All policies of insurance provided by CONTRACTOROR 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 CONTRACTOROR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOROR officers, employees, agents, CONTRACTOROR or SUB-CONTRACTOROR from waiving the right of subrogation prior to a loss. CONTRACTOROR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOROR 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, CONTRACTOROR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by

CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold

harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a

Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

VI.  
MISCELLANEOUS PROVISIONS

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

**CONTRACTOR:**

Precision Concrete Cutting  
13089 Peyton Dr. #C235  
Chino Hills, CA 91709  
Aaron Ollivier, CEO  
Phone (801) 373-3990

**CITY:**

City of Huntington Park  
Public Works Dept.  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Daniel Hernandez  
Phone: (323) 584-6320

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**PRECISION CONCRETE CUTTING:**

By: \_\_\_\_\_

Name: Aaron Ollivier,

Title: Chief Executive Officer

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT "C"**

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S  
CONTRACTOR SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION  
OF TERMS (IF ANY)**

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**EXHIBIT "D"**

**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

- (1) Date of Determination of Violation: \_\_\_\_\_  
\_\_\_\_\_
- (2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_  
\_\_\_\_\_
- (3) Government CONTRACTOR or project involved: \_\_\_\_\_  
\_\_\_\_\_
- (4) Government agency involved: \_\_\_\_\_  
\_\_\_\_\_
- (5) Amount of fine imposed: \_\_\_\_\_
- (6) Exculpatory Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**EXHIBIT "E"**

**CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

**CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT



3191 N. Canyon Road Provo, UT 84604  
P: (801) 224-0025 F: (801) 224-0062  
www.SafeSidewalks.com

April 5, 2017

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

RE: Sole Source

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the sole source provider authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095

If you have any questions or comments please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO  
Precision Concrete Cutting  
3191 N. Canyon Rd  
Provo, Utah 84604  
(801) 373-3990





## CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

May 2, 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 AWARD OF CONTRACT SERVICES AGREEMENT TO WESTERN EXTERMINATOR FOR PEST CONTROL SERVICES**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve agreement with Western Exterminator for Pest Control Services; and
2. Authorize City Manager to execute agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park (City) contracts pest control services at community facilities including City Hall, Recreation Center, Court Building, Police Station, Public Works Yard, Freedom Park, Community Center, and Perez park. Pests that are to be controlled include ants, spiders, roaches, rats, and mice. Properties to be treated on the exterior monthly and on the interior as needed for general pest control. 40 rodent bait stations are to be filled and maintained for the control of rodents around buildings equipped with these stations. One tin cat for the kitchen per building will be provided as required.

Four companies submitted proposals for pest control services.

<b>Company</b>	<b>Annual Cost</b>
Western Exterminator Company	\$5,598
Allied Pest Control, Inc.	\$5,964
Dewey Pest Control	\$7,200
Orkin Commercial Services	\$11,976

**APPROVE AWARD OF CONTRACT SERVICES AGREEMENT TO WESTERN EXTERMINATOR FOR PEST CONTROL SERVICES**

May 2, 2017

Page 2 of 2

**FISCAL IMPACT/FINANCING**

Currently pest control services are budgeted in the current fiscal year's budget. If approved, the contract award amount will be budget for FY 17/18. The breakdown of those funds are broken down in the following accounts:

<b>Fiscal Year</b>	<b>Fund/Account</b>	<b>Amount</b>
16/17	535-8090-452.56-60	\$268
16/17	111-8020-431.56-41	\$129
16/17	111-8022-419.56-41	\$94
16/17	111-8023-451.56-41	\$177
16/17	111-8024-421.56-41	\$96
17/18	535-8090-452.56-60	\$1,700
17/18	111-8020-431.56-41	\$800
17/18	111-8022-419.56-41	\$1,200
17/18	111-8023-451.56-41	\$2,100
17/18	111-8024-421.56-41	\$1,200

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A contractor is required to maintain the pest control services, as the City does not have the in-house personnel, equipment and resources required for these services.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. Pest Control Proposals
- B. Draft Proposed Contract Services Agreement

**BEST FOR LESS AT KILLING PESTS!**  
**ALLIED**  
**PEST CONTROL**

**Proposal For Pest Control Services**

Huntington Park,  
California

Mario Lopez  
(323)447-6115

PEST TO BE CONTROLLED:

General Pest: ants, spiders etc. and roaches  
Rodents: rats/mice

SPECIAL INSTRUCTIONS:

Our technician will treat all properties on the exterior and interior as needed for general pest control. He will also fill and maintain 40 rodent bait stations for the control of rodents around all buildings equipped with these stations. One tin kat for kitchen per building as required.

TERMS AND CONDITIONS:

Break down of cost per building for monthly service.  
City Hall \$50.00                      Rec Center \$75.00  
Court Building \$60.00              Police Station \$75.00  
Public Works Yard \$100.00      Freedom Park \$45.00  
Community Center \$50.00  
Perez park \$42.00

Any additional cost for services not included in this Agreement shall only be performed with written agreement by both parties.

An invoice for the services performed shall be e-mailed and/or mailed to the billing party.

SERVICE GUARANTEE: We agree to apply chemicals to control the above-named pests in accordance with the terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.

BY COMPANY \_\_\_\_\_ DATE: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

FOR CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**ALLIED PEST CONTROL, Inc.**  
2045 California Ave. Suite 110  
Corona, CA 92881  
T(951)734-5922 / F(951)734-5920  
[alliedpc.corona@gmail.com](mailto:alliedpc.corona@gmail.com)  
[www.alliedpestscontrol.com](http://www.alliedpestscontrol.com)

# SCOPE OF SERVICE FOR THE CITY OF HUNTINGTON PARK

By: Chris Acosta  
DEWEY PEST CONTROL

## BUILDINGS TO BE SERVICED AND PIECES OF EQUIPMENT:

- -Recreation Center at 3401 E. Florence **\$40.00 per month \$480.00 Annual**
- -Community Center at 6925 Salt Lake Avenue **\$58.00 per month \$696.00 Annual**
- -City Hall at 6550 Miles Avenue (Interior Rodent Inspection and Service) **\$60.00 per month \$720.00 Annual**
- -Freedom Park at 3801 E. 61<sup>st</sup> **\$40.00 per month \$480.00 Annual**
- -City of Huntington Park (Public Works Yard) at 6900 Bissell St. **\$75.00 per month \$900.00 Annual**
- -Police Department, Library, Court Building **\$58.00 per month \$696.00 Annual**
- -Raul Perez Park 6208 S Alameda **\$58.00 per month \$696.00 Annual**
- -Public Parking Lots Bait Stations **\$211.00 per month \$2,532.00 Annual**

**TOTAL MONTHLY COST** **\$599.99**

## SERVICE FREQUENCY:

- Once per month service of all interior devices.
- Once per month service of all exterior bait stations.

## INITIAL SERVICE PROTOCOLS:

- Install 40l rodent bait stations (24 in Parking Areas, 8 at City Hall, 6 at Police Department, and 6 at Library).
- Trap for rodents in City Hall. Weekly Check Backs for 30 days.
- Create and install Log Book

## INTERIRO I.P. M. INSECT CONTROL PROGRAM

Service will consist of regular inspections and treatment of potential problem areas.

Kitchens will receive monthly service that will include the installation and maintenance of two Tin-Cat monitoring devices.



# SERVICE AGREEMENT

I/WE HERBY AUTHORIZE DEWEY PEST CONTROL TO PROCEED WITH PEST CONTROL SERVICE ON: BRANCH # \_\_\_\_\_ DATE \_\_\_\_\_ (OF SERVICE)

### BILLING INFORMATION:

LAST/CO \_\_\_\_\_ FIRST: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_  
BILLING CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ CONTACT \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

### SERVICE INFORMATION: (must be filled out)

LAST/CO \_\_\_\_\_ FIRST: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_  
SERVICE CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ MAP LOCATION \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

### STRUCTURE TYPE: (circle)

APTS COMM CONDO / HOSP / INDUSTRIAL / MOBILE HM / RESTAURANT / SINGLE FAM / OTHER \_\_\_\_\_

TOTAL # OF UNITS: \_\_\_\_\_ # OF UNITS SVCD: \_\_\_\_\_ SVCS PER MO: \_\_\_\_\_  
TIME OF SVC: \_\_\_\_\_ DAY: \_\_\_\_\_ WEEK: \_\_\_\_\_

### FREQUENCY OF SERVICE:

MONTHLY  BI-MONTHLY  QUARTERLY

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

PAY MONTHLY \$ \_\_\_\_\_  PAY BI-MONTHLY \$ \_\_\_\_\_  PAY QUARTERLY \$ \_\_\_\_\_  PAY ANNUALLY \$ \_\_\_\_\_

CLEAN UP CHARGE \$ \_\_\_\_\_  CASH  CHECK # \_\_\_\_\_  BILL P.O.# \_\_\_\_\_

ONE-TIME SVC CHG \$ \_\_\_\_\_ FOR MO./YR. OF \_\_\_\_\_ PAYABLE UPON SERVICE  CASH  CHECK # \_\_\_\_\_

REMARKS: \_\_\_\_\_

PEST COVERED: (circle) ANTS / ROACHES / MICE / RATS / SPIDERS / BEES / SILVERFISH / TICKS / STORED PRODUCT PESTS / MOTHS / BEES / SOWBUGS / GOPHERS / EARMIGS / CRICKETS / FLIES / GNATS / HORNETS / MITES / PIGEONS / PILLBUGS / SNAILS / SPRINGTAILS / SQUIRRELS / WASPS / YELLOWJACKETS / OTHER \_\_\_\_\_

AREAS COVERED: (circle) INTERIOR / EXTERIOR / INTERIOR ON REQUEST

ACCT.#	CORP CODE	PMT-TYPE	TECH #	S - COMM - P	TX	ROUTE	STOP	BILL CODE	OTHER

PLEASE SEE REVERSE SIDE FOR DETAILS OF PESTICIDE(S) - ACTIVE INGREDIENTS THAT MAY BE USED

### NOTICE

State law requires you be given the following information: CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides that are registered and approved by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and Dewey Pest Control immediately. (see reverse side for the telephone numbers)

Anticoagulant rodenticides reduce the clotting ability of the blood and cause bleeding.

For further information contact Dewey Pest Control. For Health Questions contact the County Health Department. For Application Information contact the County Agricultural Commissioner and for Regulatory Information contact the Structural Pest Control Board.

This service agreement shall be continued for a period of TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE unless specified as a ONE TIME SERVICE above.

The Initial Service (clean-up) charge has been waived or discounted in the amount of \$ \_\_\_\_\_ with the understanding that the discount is based upon fulfilling a One (1) year Service Agreement. If the client cancels this Service Agreement prior to the end of the first year, client forfeits all discounts and premiums and is required to pay the discounted amount of \$ \_\_\_\_\_ received off the initial service.

NOTE: While the purpose of this agreement is to prevent damage from pests, DEWEY SERVICES, INC. shall not be liable for any loss or damage caused by pests. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A finance charge of 1 1/2 % per month (18% per year may be charged on past due accounts).

A service fee of \$10.00 will be charged on all returned checks.

ARBITRATION: Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be resolved by binding arbitration under the construction industry rules of the American Arbitration Association (AAA) and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties to this agreement waive the right to a court trial or a jury trial, to discovery, and to appeal.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER/PHAROAH ANTS OR WOOD DESTROYING ORGANISM(S). FOR YOUR SERVICE NEEDS, PLEASE CONTACT OUR DEWEY TERMITE DIVISION.

I have read, understand, and hereby agree to all terms and conditions of this agreement

DEWEY PEST CONTROL

By \_\_\_\_\_  
Field Representative

Accepted \_\_\_\_\_  
(Owner or Authorized agent signature)

(Authorized By) \_\_\_\_\_ Lic. No. \_\_\_\_\_

ALL CONTRACTS SUBJECT TO OUR OFFICE APPROVAL. SEE REVERSE SIDE FOR ALL BRANCH OFFICE ADDRESSES AND PHONE NUMBER.

**NOTICE**

State law requires you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides that are registered and approved by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and Dewey Pest Control immediately.

Anticoagulant rodenticides reduce the clotting ability of the blood and cause bleeding.

For further information contact Dewey Pest Control. For Health Questions contact the County Health Department. For Application Information contact the County Agricultural Commissioner and for Regulatory Information contact the Structural Pest Control Board.

Pests and areas covered and service frequency vary by agreement, but generally include:

**Pests Covered:** Ants / roaches / mice / rats / spiders / fleas / silverfish / ticks / stored grain pests / moths / bees / sowbugs / gophers / earwigs / crickets / flies / gnats / hornets / miles / pigeons/ pillbugs / opossums / springtail / squirrels / wasps / yellow jackets. **Areas Covered:** interior / exterior / inside on request (For specific pest coverage, refer to your Service Agreement).

**Service Frequency:** Weekly / Bi-Weekly / Monthly / Bi-Monthly / Quarterly / One Time / Call Back (For specific service frequency, refer to your Service Agreement).

**Insecticides used / active ingredients:**

- |                                      |  |   |                                     |
|--------------------------------------|--|---|-------------------------------------|
| Advion - Imidoxacarb                 | Dragnet SFR - Permethrin                         | Phantom - Chlorfenapyr                              | Transport - Acetamidprid/Bifenthrin |
| Avert - Abamectin B1                 | Drione - Pyrethrins + P.B.O. + Silica gel        | Perma Dust - Boric acid                             | ULD BP-100 - Pyrethrins             |
| Avitrol 4 - Aminopyridine            | EcoPCO-Reduced Risk Products - Botanical Oils    | Precor 2000 Plus - Permethrin-Methoprene-phenothrin | ULD BP-300 - Pyrethrins             |
| Bedlam - Sumithrin + MGK264          | EcoEXEMPT-Minimum Risk Products - Botanical Oils | Precor IGR - Methoprene                             | Ultracide - Pyriproxyfen/Pyrethrins |
| Bifenthrin (masterline) - Bifenthrin | Excite - R - Pyrethrins                          | Premise - Imidacloprid                              | Wasp Freeze - d-trans Allethrin     |
| Borid - Boric Acid                   | Genrol - Hydroprene                              | Pro-Citra - Orange Oil / D-Limonene                 |                                     |
| CB-80 - Pyrethrins                   | Larva Lur - Propoxur                             | Prothor WSP - Imidacloprid                          |                                     |
| Clear Zone - Pyrethrins + P.B.O      | Maxforce - Hydramethylinon or Fipronil           | PT 240 - Boric acid                                 |                                     |
| Cy-Kick - Cyfluthrin                 | Maxthor SC - Bifenthrin                          | PT 565 + XLO - Pyrethrins + P.B.O                   |                                     |
| Cynoff - Cypermethrin                | Metaldehyde - Metaldehyde                        | Sluggo - Ironphosphate                              |                                     |
| Deadline - Metaldehyde T & Q         | Motherearth D - Diatomaceous Earth               | Sterifab - Isopropanol                              |                                     |
| Durham Metaldehyde 3.5%, 7.5%        | Microcare - Pyrethrins, Piperonyl butoxide       | Suspend SC - Deltamethrin                           |                                     |
| Delta Dust - Deltamethrin            | Niban - Boric Acid                               | Talstar - Bifenthrin                                |                                     |
| DeltaGard - Deltamethrin             | N. octyl bicycloheptene dicarboximide            | Tempo - Cyfluthrin                                  |                                     |
| Demand CS - Lambda - cyhalothrin     | Onslaught - Esfenvalerate                        | Termodor SC - Fipronil                              |                                     |
| Demand G - Lambda - cyhalothrin      | Optigard Gel Bait - Thiamethoxam                 | Terro - Boric Acid                                  |                                     |
| Demon - Cypermethrin                 | Optigardflex - Thiamethoxam                      | Timbor - Boric Acid                                 |                                     |

**Rodenticides used / active ingredients**

- Eaton's Answer - Diphacinone
- Contrac - Bromadiolone
- Fastrac - Bromethalin
- First Strike - Difethialone
- Generation - Bentazopyran
- MekI - Bromadiolone
- Terad 3 - Cholecalciferol
- Rodent Cake - Diphacinone
- Rozol Tracking Powder - Chlorophacinone
- Wilco Gopher Getter II - Diphacinone

**DEWEY PEST CONTROL COMPANY BRANCH OFFICE LOCATIONS**

- |  |  |   |
|--|--|---|
| <b>#01 - LOS ANGELES</b><br>3711 BEVERLY BOULEVARD, LOS ANGELES CA 90004-3516<br>323-695-1361    | <b>#12 - MISSION VIEJO</b><br>29734 AVENIDA DE LAS BANDERAS, RCHO STA MARGARITA 92688-2607<br>949-596-4002 | <b>23-BURBANK</b><br>2627 W. BURBANK BLVD., BURBANK, CA 91505-2398<br>818 - 843-7800                |
| <b>#02 - PALM SPRINGS</b><br>72,386 VARNER ROAD, THOUSAND PALMS CA 92276-3342<br>760-327-8481    | <b>#13 - PASADENA</b><br>3090 E. FOOTHILL BLVD., PASADENA CA 91107-3115<br>626-795-2558                    | <b>#24 - MURRIETA</b><br>28535 PIERCE CIRCLE, MURRIETA CA 92562-7024<br>951-461-7795                |
| <b>#03 - COMMERCE</b><br>7000 TELEGRAPH ROAD, LOS ANGELES CA 90040-3225<br>323-721-0139          | <b>#14 - ONTARIO</b><br>1249 HOLT BLVD., ONTARIO CA 91762-3639<br>909-988-7477                             | <b>#25 - COLTON</b><br>154 S. MISSION DRIVE, COLTON CA 92324-3897<br>909-325-8513                   |
| <b>#04 - VICTORVILLE</b><br>14300 VALLEY CENTER DRIVE, VICTORVILLE CA 92395-4257<br>760-243-2150 | <b>#15 - WINDSOR HILLS</b><br>4642 W. SLAUSON AVE., LOS ANGELES CA 90045-2722<br>323-292-7192              | <b>#26 - SAN MARCOS</b><br>1370 GRAND AVENUE, SAN MARCOS CA 92078-2404<br>760-744-3173              |
| <b>#05 - LANCASTER</b><br>45440 N 23RD STREET WEST, LANCASTER CA 93536-7215<br>561-942-1171      | <b>#16 - EL CAJON</b><br>9386 BOND AVENUE, EL CAJON CA 92021-2851<br>619-443-7951                          | <b>#27 - SAN FRANCISCO</b><br>6300 THIRD STREET, SAN FRANCISCO CA 94124-3502<br>415-468-6960        |
| <b>#06 - VAN NUYS</b><br>8154 SEPULVEDA BLVD., VAN NUYS CA 91402-4305<br>818-989-1800            | <b>#17 - SANTA CLARITA</b><br>17665 SIERRA HWY, SANTA CLARITA CA 91351-1931<br>661-256-5228                | <b>#28 - OROVILLE</b><br>2870 FEATHER RIVER BLVD OROVILLE CA 95965-9630<br>530-534-9331             |
| <b>#07 - CARSON</b><br>21111 SO. FIGUEROA STREET, CARSON CA 90745-1995<br>310-328-0553           | <b>#18 - FRESNO</b><br>3685 S. BAGLEY AVE., FRESNO CA 93725-2441<br>509-441-7378                           | <b>#29 - MODESTO</b><br>5030 SALIDA BLVD., SALIDA CA 95368-9403<br>209-543-8355                     |
| <b>#08 - BALDWIN PARK</b><br>14137 GARVEY AVENUE, BALDWIN PARK CA 91706-5069<br>626-862-3631     | <b>#19 - LONG BEACH</b><br>1833 E. ARTESIA BLVD., LONG BEACH CA 90805-1650<br>562-422-8694                 | <b>#30 - WALNUT CREEK</b><br>411 N. BUCHANAN CIR #9, PACHECO, CA 94653-5103<br>925 - 521-9950       |
| <b>#09 - ANAHEIM</b><br>2307 SO. MANCHESTER AVE., ANAHEIM CA 92802-5004<br>714-750-1051          | <b>#20 - BAKERSFIELD</b><br>2138 'O' STREET, BAKERSFIELD CA 93301-2990<br>805-327-1433                     | <b>#31 - SACRAMENTO</b><br>5320 POWER INN RD #1A, SACRAMENTO, CA 95820-6741<br>916-388-4877         |
| <b>#10 - SANTA MONICA</b><br>1907 HIGH PLACE, SANTA MONICA CA 90404-4999<br>310-829-1827         | <b>#21 - OXNARD</b><br>2881 E. VENTURA BLVD., OXNARD CA 93038-8846<br>805-485-7843                         | <b>#32 - NATIONAL CITY</b><br>324 CIVIC CENTER DR., NATIONAL CITY CA 91950-4318<br>619-275-0510     |
| <b>#11-SAN JOSE</b><br>781 MABURY RD, SAN JOSE, CA 95133-1023<br>(408) 452-8771                  | <b>#22-SAN DIEGO</b><br>4623 DE SOTO STREET, SAN DIEGO CA 92108-3659<br>658-272-3611                       | <b>#33 - FUMIGATION DEPARTMENT</b><br>3701 BEVERLY BLVD., LOS ANGELES CA 90004-3516<br>323-661-8064 |

**POISON CONTROL CENTER NUMBER FOR THE STATE OF CALIFORNIA 1-800-876-4766**

COUNTY HEALTH DEPARTMENTS (Health Questions)	COUNTY AGRICULTURAL COMMISSIONERS (Application Information)	COUNTY HEALTH DEPARTMENTS (Health Questions)	COUNTY AGRICULTURAL COMMISSIONERS (Application Information)
<b>COUNTY</b>		<b>COUNTY</b>	
ALAMEDA (510) 267-8000	(510) 570-5232	ORANGE (714) 834-8180	(714) 955-0100
BUTTE (530) 538-7581	(530) 538-7381	PLACER (530) 889-7141	(530) 889-7372
CALAVERAS (209) 754-6460	(209) 754-6504	RIVERSIDE (951) 782-2974	(951) 955-3045
COLUSA (530) 458-0380	(530) 458-0580	SACRAMENTO (916) 875-5981	(916) 875-6603
CONTRA COSTA (925) 313-6712	(925) 646-5250	SAN BENITO (831) 837-5367	(831) 637-5344
DEL NORTE (707) 464-3191	(707) 464-7235	SAN BERNARDINO (909) 782-4284	(909) 387-2105
EL DORADO (530) 621-6100	(530) 821-5520	SAN DIEGO (619) 692-8499	(619) 694-2739
FRESNO (559) 600-1710	(559) 600-7510	SAN FRANCISCO (415) 554-2506	(415) 252-3830
GLENN (530) 934-9588	(530) 934-6501	SAN JOAQUIN (209) 468-3411	(209) 953-6000
HUMBOLDT (707) 445-8200	(707) 445-7223 EXT "0"	SAN LUIS OBISPO (805) 781-5500	(805) 781-5910
IMPERIAL (760) 482-4438	(760) 482-4314	SAN MATEO (650) 573-2345	(650) 363-4700
INYO (760) 873-7860	(760) 873-7860	SANTA BARBARA (805) 581-5102	(805) 681-5600
KERN (865) 868-0502	(865) 868-6300	SANTA CLARA (408) 885-4214	(408) 918-4500
KINGS (559) 584-1402	(559) 582-3241	SANTA CRUZ (831) 454-4000	(831) 763-8080
LAKE (707) 263-8829	(707) 263-0217	SHASTA (530) 225-5591	(530) 224-4949
LASSEN (530) 251-8183	(530) 251-8110	SIERRA (530) 993-6701	(530) 283-6365
LOS ANGELES (213) 240-8117	(213) 240-8117	SISKIYOU (530) 841-4040 press "0"	(530) 841-4025
MADERA (559) 675-7693	(559) 675-7876	SOLANO (707) 784-8660	(707) 784-1310
MARIN (415) 499-3696	(415) 499-8700	SONOMA (707) 565-4567	(707) 565-2371
MARIPOSA (209) 966-3689	(209) 966-2075	STANISLAUS (209) 558-5670	(209) 525-4730
MENDOCINO (707) 472-2600	(707) 483-4208	SUTTER (530) 822-7215	(530) 822-7500
MERCED (209) 381-1200	(209) 385-7431	TEHAMA (530) 527-5824	(530) 527-4504
MODOC (530) 233-6311	(530) 233-6401	TRINITY (530) 623-8209	(530) 623-1356
MONO (760) 932-5580	(760) 873-7860	TULARE (559) 624-7490 press "0"	(559) 684-3350
MONTEREY (831) 765-4500	(831) 759-7325	TUOLUMNE (209) 535-7401	(209) 535-5691
NAPA (707) 253-4231	(707) 253-4357	VENTURA (805) 654-2813	(805) 933-2926
NEVADA (530) 265-1450	(530) 273-2648	YOLO (530) 666-8645	(530) 666-8140
		YUBA (530) 822-7215	(530) 749-5400



OFFICE  
PRECISION  
PROTECTION™



**In pest control, success starts with science. That's why you need an expert. And when both the satisfaction of your tenants and your property's reputation are on the line, you need minimally invasive pest control treatments to help keep pests and the damage they can do far away.**

**We know that no two office buildings are exactly the same, so when you choose Orkin's Office Precision Protection™, you won't get a one size fits all program. We start with a comprehensive, on-site inspection and deliver scientifically based solutions designed to meet your needs.**

**We back our Precision Protection programs with Orkin's Quality Assurance program and National Quality Systems team, which utilizes an ISO 9001:2008 certified audit process to help ensure proper documented procedures are followed. Each program we design is tailored to your unique needs, so this report has been created specifically for your property.**

**Prepared For:  
City Of Huntington Park California  
Apr 9, 2016**

**Eric Lopez  
Account Manager  
Orkin Commercial Services  
Phone: (562) 213-5264  
Email: elopez5@orkin.com**

*This report is limited to a visual inspection of the structure. There may be hidden infestations and/or areas of access that are not evident from a visual inspection. The purpose of this report is to document areas of concern from the interior and exterior inspection. Specifically: (1) visible evidence of pest infestation or damage; (2) visible conditions conducive to infestations; (3) visible areas of potential pest access to the structure.*



## Customer Information

### BUSINESS INFORMATION

Business Name	Facility or Store Number (if applicable)		
City Of Huntington Park California			
Service Address	City	State	Zip
6900 Bissell Street	Huntington Park	CA	90255
Service Contact Name	Business Phone Number	Extension	
	(323) 584-6274		
Service Contact Email			
mlopez@huntingtonpark.org			
Type of Business			
Property Management (Office)			

### BILLING INFORMATION

Billing Address	City	State	Zip
6900 Bissel Street	Huntington Park		90255
Billing Contact Name	Business Phone Number	Extension	
	(323) 584-6274		
Billing Contact Email			
mlopez@huntingtonpark.org			

Notes



# Customer Information

## PEST CONTROL RISK AND NEED FOR EQUIPMENT ASSESSMENT

	Current Number	Required Number	Activity Observed	Potential for Infestation Observed	Time Serviced in Month
Exterior Bait Stations (Fence Line) <i>Anything beyond 100 ft from a structure must either be a snap trap or Detex</i>					
Exterior Bait Stations (Perimeter)	24	36	2 - Moderate	2 - Moderate	1
Interior Rodent Traps (Tin Cats)			2 - Moderate	2 - Moderate	1
Interior Glue Traps (Covered)					
Pheromone Traps					
Insect Light Traps					
Other Equipment					



# Main Graph

Business Name: City Of Huntington Park California

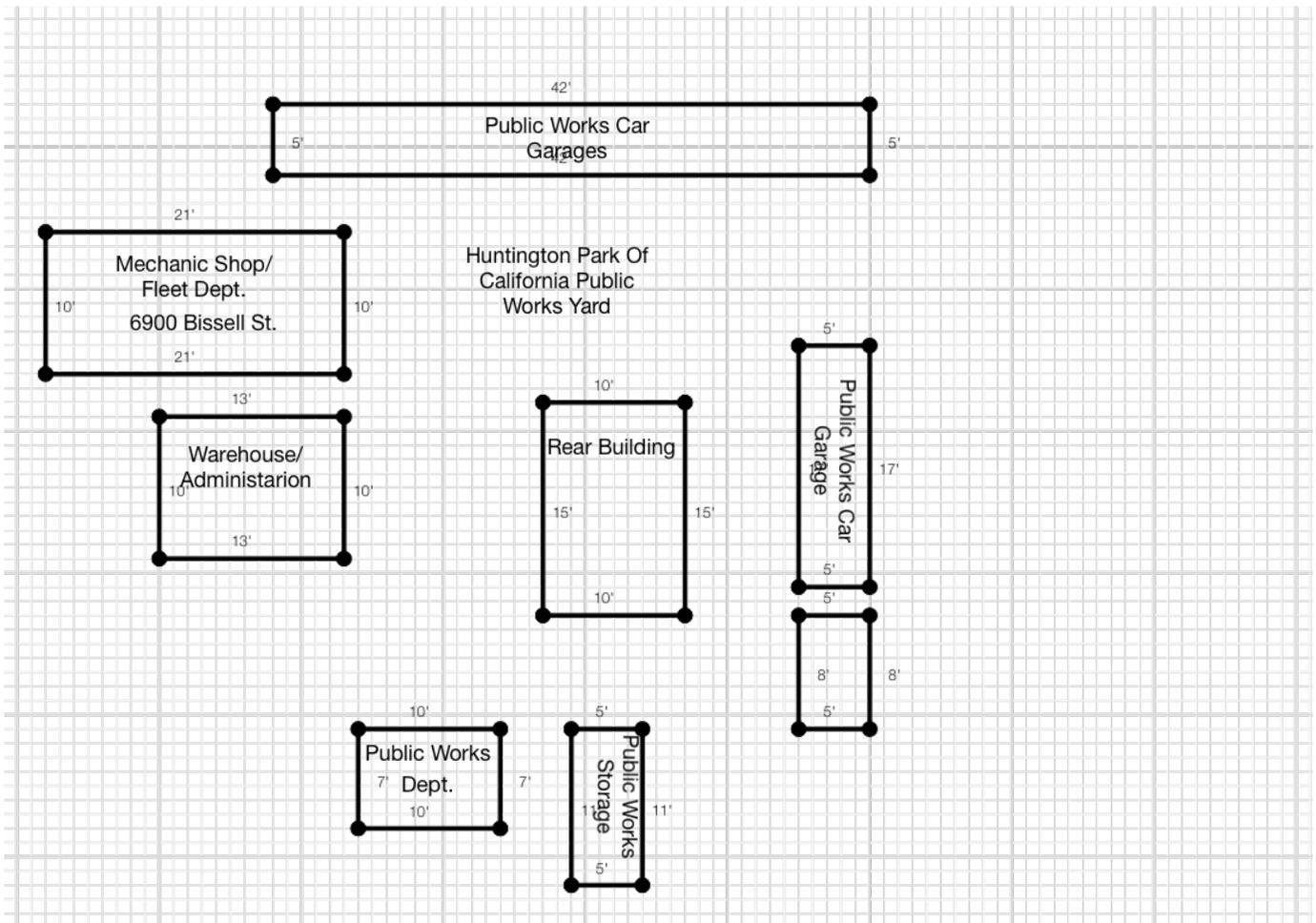
Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Main 1 Block = 1 ft

**GRAPH KEY**  
Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 0  
 Interior Rodent Device Count: 0  
 Pest Monitor Count: 0  
 Fly Light Count: 0  
 Door Sweep Count: 0  
 Air Curtain Count: 0

Restroom Care Count: 0  
 Actizyme Dispenser Count: 0  
 Actizyme Odor Control Count: 0  
 Pheromone Trap Count: 0  
 Glue Trap Count: 0



## LEGEND

Active Infestation	Drywood Termites	Miscellaneous
Improper Air Flow	Excessive Food Debris	Other Pests
Bees & Wasps	Excessive Moisture	Other Ants
Bed Bugs	Fleas	Utility or Other Penetration
Birds	Flies	Rodents
Carpenter Ants	Inaccessible Area	Spiders
Cockroaches	Mosquitoes	Stored Product Pests
Crickets		Subterranean Termites
AC Unit	Exterior Rodent Device	Dock Door
Actizyme Dispenser	Fly Light	Ramp Door
Actizyme Odor Control	Gap	Restroom Care
Air Curtain	Glue Trap	Shrub
Bed	Hedge	Stairs
Break Room	Inspection Pictures	Sink
Freezer	Interior Rodent Device	Storage Room
Door	Kitchen Equipment	Table
Door Sweep	Loading Dock	Toilet
Drain	Miscellaneous	Trash Can
Dumpster	Pest Monitor	Trash Chute
Electric Panel	Pheromone Trap	Tree
Elevator	Picnic Area	Water
	PowerTrak Barcode	Window



## Main Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Main

### **SERVICE AREA: MECHANIC SHOP/FLEET DEPT.**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: WAREHOUSE/ADMINISTRATION BUILDING**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: PUBLIC WORKS BUILDING**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: REAR BUILDING**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# Main Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Main

## GENERAL COMMENTS / NOTES

Integrated Pest Management. Around the exterior of all the 5 buildings including the garages. No external bait stations on the property public works complex. Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

\*\*\*We recommend external bait stations at each building\*\*\*

\*\*\*There are currently no external bait stations\*\*\*

## MECHANIC SHOP/FLEET DEPT. -- COMMENTS / NOTES

Exterior treatment outside the perimeter of the building. No external bait stations. Internal inspection in common areas for rodents, ants, cockroaches. When needed.

## MECHANIC SHOP/FLEET DEPT. -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

## WAREHOUSE/ADMINISTRATION BUILDING -- COMMENTS / NOTES

Exterior treatment outside the perimeter of the building. No external bait stations. Internal inspection in common areas for rodents, ants, cockroaches. When needed.

## WAREHOUSE/ADMINISTRATION BUILDING -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

## PUBLIC WORKS BUILDING -- COMMENTS / NOTES

Exterior treatment outside the perimeter of the building. No external bait stations. Internal inspection in common areas for rodents, ants, cockroaches. When needed.

## PUBLIC WORKS BUILDING -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.



## Main Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Main

### REAR BUILDING -- COMMENTS / NOTES

Exterior treatment outside the perimeter of the building. No external bait stations. Internal inspection in common areas for rodents, ants, cockroaches. When needed.

### REAR BUILDING -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

A rectangular box containing a handwritten signature in black ink. The signature is a cursive-style name that is mostly illegible but appears to start with a capital letter.

Customer Signature

*Customer signature is simply acknowledgement of receipt of the Orkin Inspection Report to which the signature is affixed. The Orkin Inspection Report may contain matters that the customer will need to address should the customer decide to receive services from Orkin. The customer's signature is NOT a commitment to scheduling Orkin services.*



# Parks & Recreation Center Graph

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

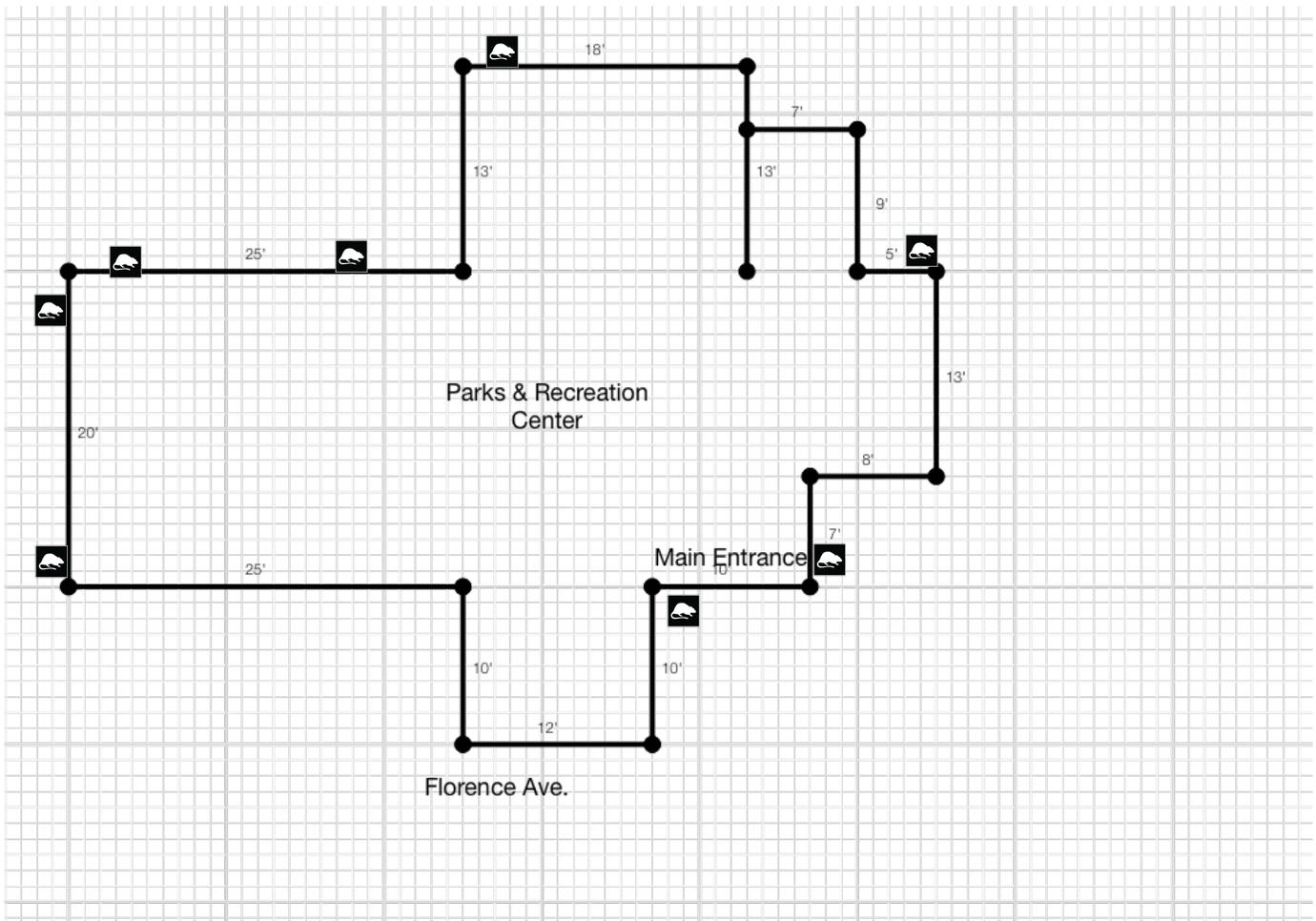
Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Parks & Recreation Center 1 Block = 1 ft

### GRAPH KEY

Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 8  
 Interior Rodent Device Count: 0  
 Pest Monitor Count: 0  
 Fly Light Count: 0  
 Door Sweep Count: 0  
 Air Curtain Count: 0

Restroom Care Count: 0  
 Actizyme Dispenser Count: 0  
 Actizyme Odor Control Count: 0  
 Pheromone Trap Count: 0  
 Glue Trap Count: 0



## LEGEND

Active Infestation	Drywood Termites	Miscellaneous
Improper Air Flow	Excessive Food Debris	Other Pests
Bees & Wasps	Excessive Moisture	Other Ants
Bed Bugs	Fleas	Utility or Other Penetration
Birds	Flies	Rodents
Carpenter Ants	Inaccessible Area	Spiders
Cockroaches	Mosquitoes	Stored Product Pests
Crickets		Subterranean Termites
AC Unit	Exterior Rodent Device	Dock Door
Actizyme Dispenser	Fly Light	Ramp Door
Actizyme Odor Control	Gap	Restroom Care
Air Curtain	Glue Trap	Shrub
Bed	Hedge	Stairs
Break Room	Inspection Pictures	Sink
Freezer	Interior Rodent Device	Storage Room
Door	Kitchen Equipment	Table
Door Sweep	Loading Dock	Toilet
Drain	Miscellaneous	Trash Can
Dumpster	Pest Monitor	Trash Chute
Electric Panel	Pheromone Trap	Tree
Elevator	Picnic Area	Water
	PowerTrak Barcode	Window



## Parks & Recreation Center Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Parks & Recreation Center

### **SERVICE AREA: EXTERIOR TREATMENT**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Installation of rodent devices in necessary exterior areas. (One-Time)
- \* Inspection and maintenance of all exterior rodent devices. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# Parks & Recreation Center Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Parks & Recreation Center

## GENERAL COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the buildings. Install and maintain rodent stations for possible rodents. (Please see map). Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

## EXTERIOR TREATMENT -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of all the 5 buildings including the garages. Install and maintain rodent stations for possible rodents. (Please see map). Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

## EXTERIOR TREATMENT -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

Customer Signature

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# City Hall Of Huntington Park Graph

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

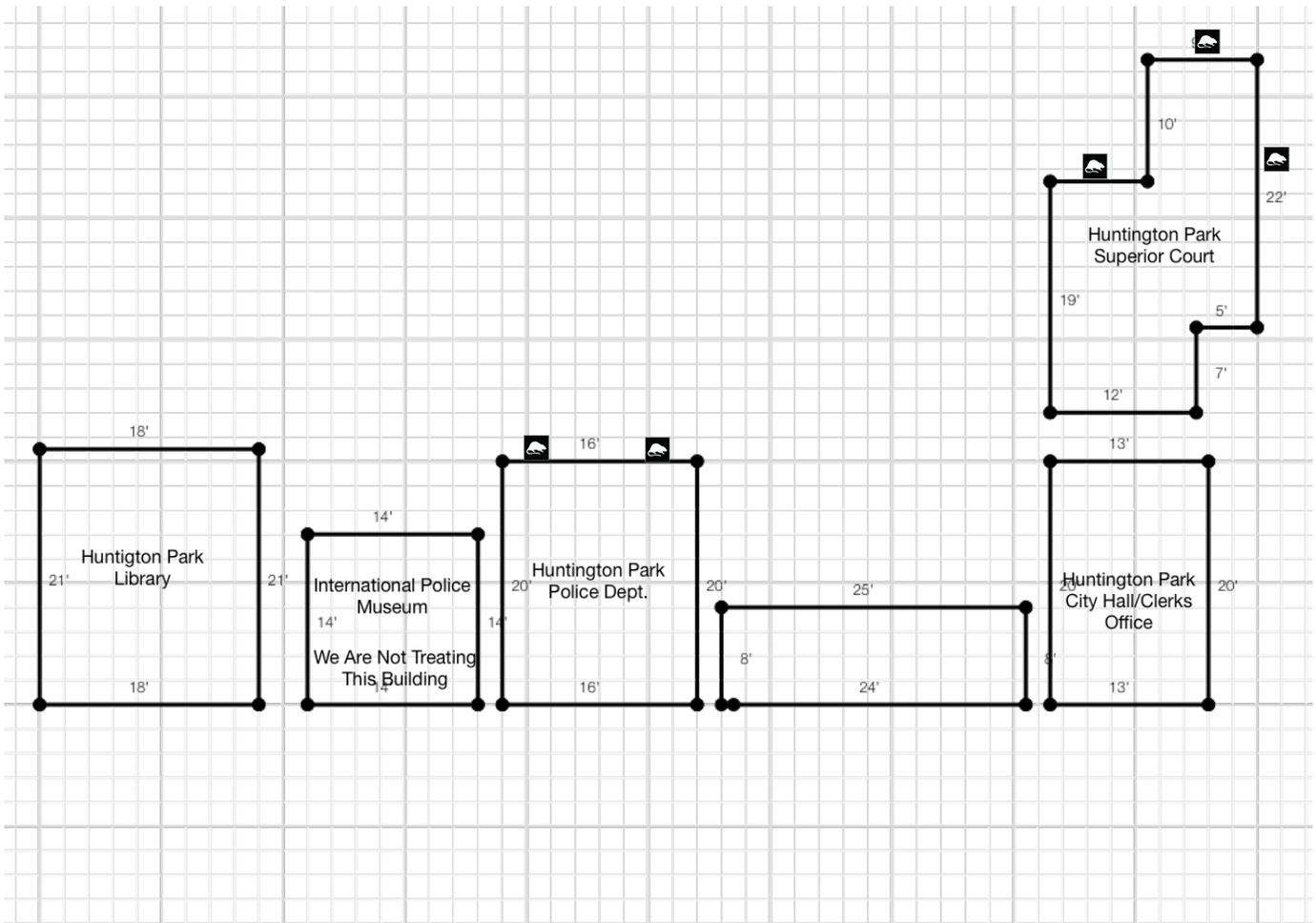
Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: City Hall Of Huntington Park 1 Block = 2 ft

### GRAPH KEY

Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 5

Interior Rodent Device Count: 0

Pest Monitor Count: 0

Fly Light Count: 0

Door Sweep Count: 0

Air Curtain Count: 0

Restroom Care Count: 0

Actizyme Dispenser Count: 0

Actizyme Odor Control Count: 0

Pheromone Trap Count: 0

Glue Trap Count: 0



## LEGEND

Active Infestation	Drywood Termites	Miscellaneous
Improper Air Flow	Excessive Food Debris	Other Pests
Bees & Wasps	Excessive Moisture	Other Ants
Bed Bugs	Fleas	Utility or Other Penetration
Birds	Flies	Rodents
Carpenter Ants	Inaccessible Area	Spiders
Cockroaches	Mosquitoes	Stored Product Pests
Crickets		Subterranean Termites
AC Unit	Exterior Rodent Device	Dock Door
Actizyme Dispenser	Fly Light	Ramp Door
Actizyme Odor Control	Gap	Restroom Care
Air Curtain	Glue Trap	Shrub
Bed	Hedge	Stairs
Break Room	Inspection Pictures	Sink
Freezer	Interior Rodent Device	Storage Room
Door	Kitchen Equipment	Table
Door Sweep	Loading Dock	Toilet
Drain	Miscellaneous	Trash Can
Dumpster	Pest Monitor	Trash Chute
Electric Panel	Pheromone Trap	Tree
Elevator	Picnic Area	Water
	PowerTrak Barcode	Window



## City Hall Of Huntington Park Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: City Hall Of Huntington Park

### **SERVICE AREA: HUNTINGTON PARK LIBRARY**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: HUNTINGTON PARK POLICE STATION**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Installation of rodent devices in necessary exterior areas. (One-Time)
- \* Inspection and maintenance of all exterior rodent devices. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: HUNTINGTON PARK CITY HALL**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)

### **SERVICE AREA: HUNTINGTON PARK SUPERIOR COURT**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Installation of rodent devices in necessary exterior areas. (One-Time)
- \* Inspection and maintenance of all exterior rodent devices. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# City Hall Of Huntington Park Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: City Hall Of Huntington Park

## GENERAL COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the Library, City Hall, Police Dept, Superior court building. Install and maintain external bait stations at the Police Dept building, Superior court building. Inspect each building internally, except the International Police Museum. Check common areas for potential insects and rodents in each building, when needed.

## HUNTINGTON PARK LIBRARY -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the building. No external bait stations on the property. Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

## HUNTINGTON PARK LIBRARY -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

## HUNTINGTON PARK POLICE STATION -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the building. Install and maintain rodent stations for possible rodents. (Please see map). Inspect the facility internally. Check common areas for potential insects and rodents in each building, when needed.

## HUNTINGTON PARK POLICE STATION -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

## HUNTINGTON PARK CITY HALL -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the buildings. No external bait stations on the property. Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

## HUNTINGTON PARK CITY HALL -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.



## City Hall Of Huntington Park Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: City Hall Of Huntington Park

### HUNTINGTON PARK SUPERIOR COURT -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior buildings. Install and maintain rodent stations for possible rodents. (Please see map). Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

### HUNTINGTON PARK SUPERIOR COURT -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

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# Perez Park Graph

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

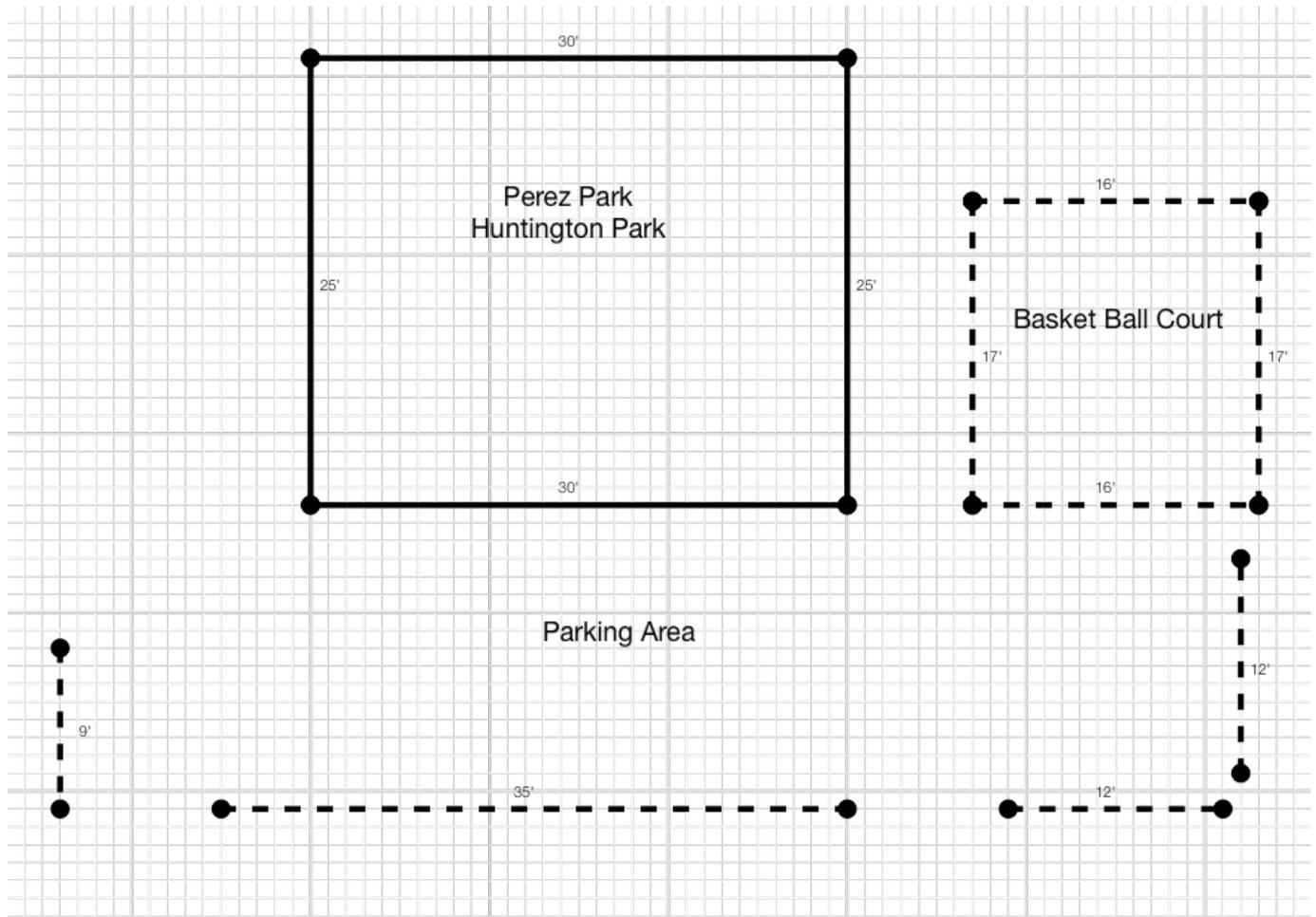
Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Perez Park 1 Block = 1 ft

### GRAPH KEY

Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 0  
 Interior Rodent Device Count: 0  
 Pest Monitor Count: 0  
 Fly Light Count: 0  
 Door Sweep Count: 0  
 Air Curtain Count: 0

Restroom Care Count: 0  
 Actizyme Dispenser Count: 0  
 Actizyme Odor Control Count: 0  
 Pheromone Trap Count: 0  
 Glue Trap Count: 0



## LEGEND

Active Infestation	Drywood Termites	Miscellaneous
Improper Air Flow	Excessive Food Debris	Other Pests
Bees & Wasps	Excessive Moisture	Other Ants
Bed Bugs	Fleas	Utility or Other Penetration
Birds	Flies	Rodents
Carpenter Ants	Inaccessible Area	Spiders
Cockroaches	Mosquitoes	Stored Product Pests
Crickets		Subterranean Termites
AC Unit	Exterior Rodent Device	Dock Door
Actizyme Dispenser	Fly Light	Ramp Door
Actizyme Odor Control	Gap	Restroom Care
Air Curtain	Glue Trap	Shrub
Bed	Hedge	Stairs
Break Room	Inspection Pictures	Sink
Freezer	Interior Rodent Device	Storage Room
Door	Kitchen Equipment	Table
Door Sweep	Loading Dock	Toilet
Drain	Miscellaneous	Trash Can
Dumpster	Pest Monitor	Trash Chute
Electric Panel	Pheromone Trap	Tree
Elevator	Picnic Area	Water
	PowerTrak Barcode	Window



## Perez Park Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Perez Park

### **SERVICE AREA: PEREZ PARK BUILDING**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# Perez Park Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Perez Park

## GENERAL COMMENTS / NOTES

Integrated Pest Management. Around the building. Inspect the building internally. Check common areas for potential insects and rodents in the facility. When needed.

## PEREZ PARK BUILDING -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the building. No external bait stations on the property. Inspect each building internally. Check common areas for potential insects and rodents in each building, when needed.

## PEREZ PARK BUILDING -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

Customer Signature

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# Freedom Park Graph

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

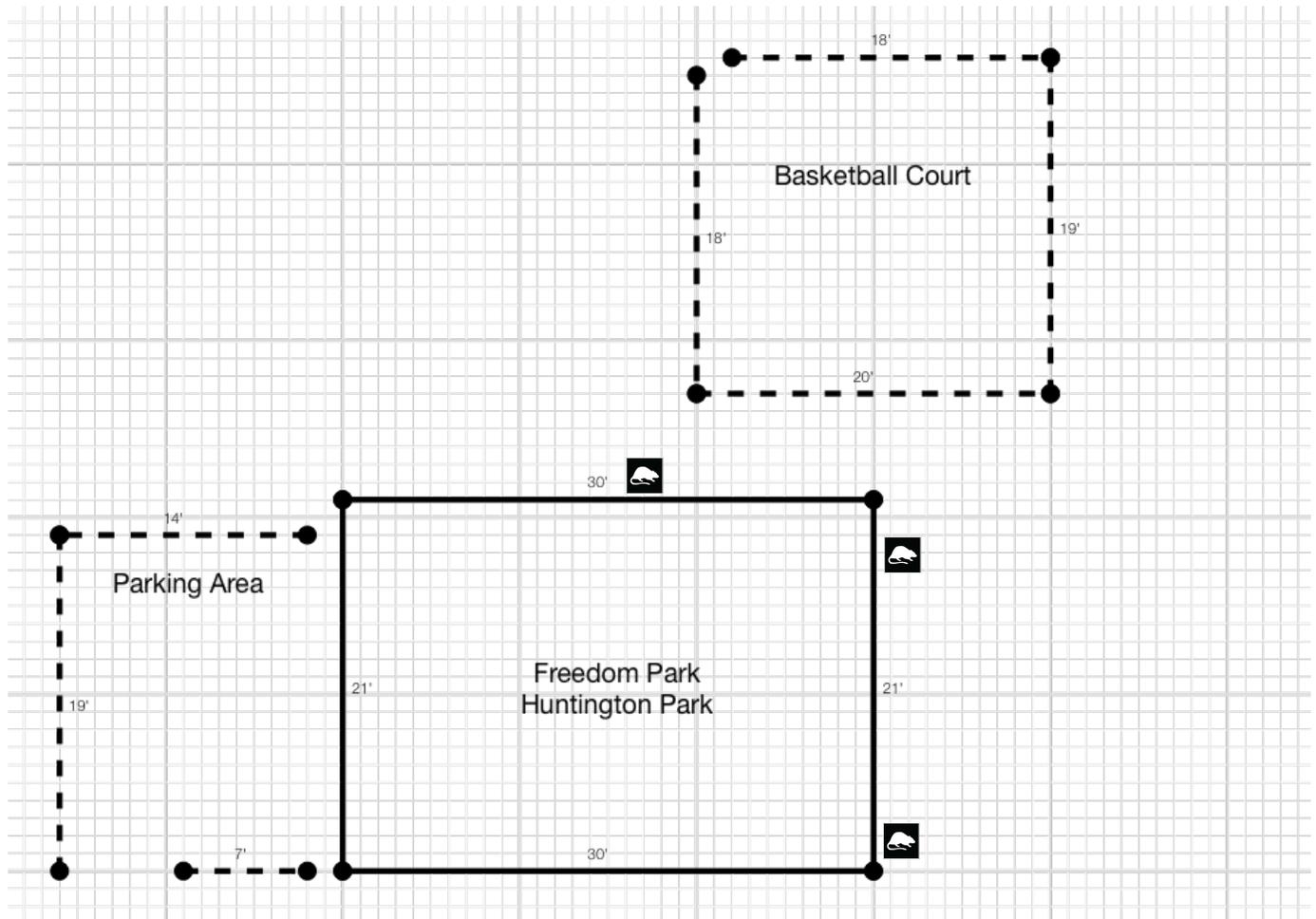
Date: Apr 9, 2016

Graph Description: Freedom Park

1 Block = 1 ft

### GRAPH KEY

Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 3  
 Interior Rodent Device Count: 0  
 Pest Monitor Count: 0  
 Fly Light Count: 0  
 Door Sweep Count: 0  
 Air Curtain Count: 0

Restroom Care Count: 0  
 Actizyme Dispenser Count: 0  
 Actizyme Odor Control Count: 0  
 Pheromone Trap Count: 0  
 Glue Trap Count: 0



## LEGEND

 Active Infestation	 Drywood Termites	 Miscellaneous
 Improper Air Flow	 Excessive Food Debris	 Other Pests
 Bees & Wasps	 Excessive Moisture	 Other Ants
 Bed Bugs	 Fleas	 Utility or Other Penetration
 Birds	 Flies	 Rodents
 Carpenter Ants	 Inaccessible Area	 Spiders
 Cockroaches	 Mosquitoes	 Stored Product Pests
 Crickets		 Subterranean Termites
 AC Unit	 Exterior Rodent Device	 Dock Door
 Actizyme Dispenser	 Fly Light	 Ramp Door
 Actizyme Odor Control	 Gap	 Restroom Care
 Air Curtain	 Glue Trap	 Shrub
 Bed	 Hedge	 Stairs
 Break Room	 Inspection Pictures	 Sink
 Freezer	 Interior Rodent Device	 Storage Room
 Door	 Kitchen Equipment	 Table
 Door Sweep	 Loading Dock	 Toilet
 Drain	 Miscellaneous	 Trash Can
 Dumpster	 Pest Monitor	 Trash Chute
 Electric Panel	 Pheromone Trap	 Tree
 Elevator	 Picnic Area	 Water
	 PowerTrak Barcode	 Window



## Freedom Park Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Freedom Park

### **SERVICE AREA: FREEDOM PARK**

- \* Inspection of all exterior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Installation of rodent devices in necessary exterior areas. (One-Time)
- \* Inspection and maintenance of all exterior rodent devices. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# Freedom Park

## Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Freedom Park

### GENERAL COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the buildings. Install and maintain rodent stations for possible rodents. (Please see map). Inspect the facility internally. Check common areas for potential insects and rodents in the facility, when needed.

### FREEDOM PARK -- COMMENTS / NOTES

Integrated Pest Management. Around the exterior of the building. Install and maintain rodent stations for possible rodents. (Please see map). Inspect the facility internally. Check common areas for potential insects and rodents in each building, when needed.

### FREEDOM PARK -- CUSTOMER ACTION NEEDED

\* Seal all entry points from outside of the exterior of the building. Keep boxes or fallen debris outside of the exterior of the building.

Customer Signature

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# Parking Locations Graph

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

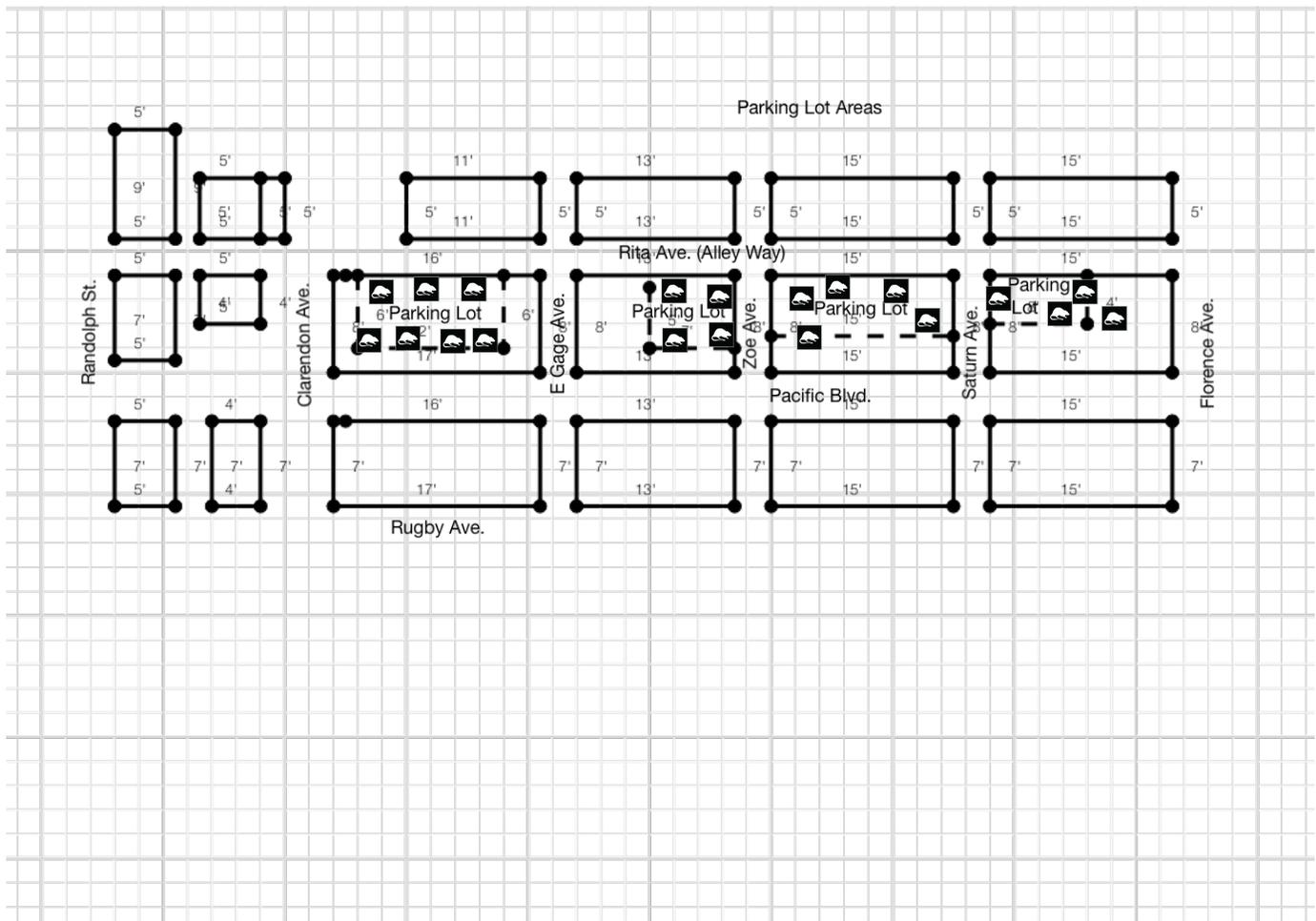
Date: Apr 9, 2016

Graph Description: Parking Locations

1 Block = 2 ft

### GRAPH KEY

Icon Indicates general area and is not precise. Insect evidence and conditions may be widespread.



Exterior Rodent Device Count: 20

Interior Rodent Device Count: 0

Pest Monitor Count: 0

Fly Light Count: 0

Door Sweep Count: 0

Air Curtain Count: 0

Restroom Care Count: 0

Actizyme Dispenser Count: 0

Actizyme Odor Control Count: 0

Pheromone Trap Count: 0

Glue Trap Count: 0



## LEGEND

 Active Infestation	 Drywood Termites	 Miscellaneous
 Improper Air Flow	 Excessive Food Debris	 Other Pests
 Bees & Wasps	 Excessive Moisture	 Other Ants
 Bed Bugs	 Fleas	 Utility or Other Penetration
 Birds	 Flies	 Rodents
 Carpenter Ants	 Inaccessible Area	 Spiders
 Cockroaches	 Mosquitoes	 Stored Product Pests
 Crickets		 Subterranean Termites
 AC Unit	 Exterior Rodent Device	 Dock Door
 Actizyme Dispenser	 Fly Light	 Ramp Door
 Actizyme Odor Control	 Gap	 Restroom Care
 Air Curtain	 Glue Trap	 Shrub
 Bed	 Hedge	 Stairs
 Break Room	 Inspection Pictures	 Sink
 Freezer	 Interior Rodent Device	 Storage Room
 Door	 Kitchen Equipment	 Table
 Door Sweep	 Loading Dock	 Toilet
 Drain	 Miscellaneous	 Trash Can
 Dumpster	 Pest Monitor	 Trash Chute
 Electric Panel	 Pheromone Trap	 Tree
 Elevator	 Picnic Area	 Water
	 PowerTrak Barcode	 Window



## Parking Locations Scope Of Service

Business Name: City Of Huntington Park California

Service Address: 6900 Bissell Street Huntington Park, CA 90255

Account Manager: Eric Lopez

Date: Apr 9, 2016

Graph Description: Parking Locations

### **SERVICE AREA: PARKING LOT AREAS**

- \* Inspection of all interior areas for pest activity and/or conditions conducive for pests. (Monthly)
- \* Installation of rodent devices in necessary exterior areas. (One-Time)
- \* Inspection and maintenance of all exterior rodent devices. (Monthly)
- \* Crawling insect treatment in response to pest activity in exterior areas. (Monthly)



# Parking Locations Initial Inspection Observations / Customer Action Needed (as of Apr 9, 2016)

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016  
Graph Description: Parking Locations

## GENERAL COMMENTS / NOTES

Exterior spray treatment around the perimeter of each planter. Please see map

## PARKING LOT AREAS -- COMMENTS / NOTES

Exterior spray treatment around each planter at each public parking between Randolph st. And Florence ave. please see map. Install and maintain 20 exterior bait stations as show on map. 50 ft from the building onto the public parking area as show on map

## PARKING LOT AREAS -- CUSTOMER ACTION NEEDED

\* Clear all fallen debris and trash throughout the parking area. Seal trash bins and clear all boxes and trash outside the bins.

Customer Signature

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# 3

## ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

### 1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

### 2 Reimbursement Guarantee<sup>4</sup>

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

### 3 360<sup>o</sup> Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service**  
After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter**  
At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied**  
If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.





## Investment Summary

Business Name: City Of Huntington Park California  
Service Address: 6900 Bissell Street Huntington Park, CA 90255  
Account Manager: Eric Lopez Date: Apr 9, 2016

### Proposal 1

#### Pest Control Service:

Type: Standard -- Monthly (M)

#### Equipment:

Bait Stations -- Monthly (M) -- COUNT: 36

<b>Total Initial Pest Control Service Investment**:</b>	<b>\$2,536.00</b>
<b>Per Service Visit Investment**:</b>	<b>\$998.00</b>
<b>Annual Investment**:</b>	<b>\$13,514.00</b>

\*\* Quote excludes tax and replacement cost of pest control equipment.

# WESTERN EXTERMINATOR COMPANY



P.O. Box 26909, Los Angeles, CA 90026-0230  
3333 West Temple Street, Los Angeles, CA 90026-4523  
(213) 382-8151 (310) 474-5580 FAX (213) 386-6458  
[www.WesternExterminator.com](http://www.WesternExterminator.com)

Your Local Pest Control Experts  
A Rentokil Company

5/25/16

Mario,

I want to thank you for the opportunity to rebid the Pest Control contract for your department. We have decided to waive any price increase for this year and keep your properties at their current rates. This would include the service of forty total bait stations between the various properties and at least one interior trap per property. The number of interior traps would increase on an as needed basis at no additional cost. Service would be once monthly and the pricing would be as follows:

1. Recreation Center/Muni Center 3401 E. Florence-\$37.50/month
2. Community Center 6925 Salt Lake-\$41.50/month
3. City Hall 6550 Miles-\$47.00/month
4. Freedom Park 3801 E. 61st -\$47.00/month
5. City ofHuntington Park Public Works 6900 Bissell St.-\$64.50/month
6. Police Department, Annex Building and Courthouse 6538,6542 and 6548 Miles Ave-\$48.00/month
7. City ofHuntington Park Public Parking 7100 Rita,Pacific and Zoe-\$134.00/month
8. Raul Perez Park 6208 S. Alameda-\$47.00/month

The services will include monthly exterior treatments and interior treatments as needed. I thank you for the opportunity to propose these properties.

Sean Candelaria

A handwritten signature in black ink, appearing to read 'Sean Candelaria', with a stylized flourish at the end.

Operations Manager  
Western Exterminator Company  
213-382-8151 ext. 65143  
[scandelaria@west-ext.com](mailto:scandelaria@west-ext.com)

# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1  
 3333 W TEMPLE ST  
 LOS ANGELES CA 90026  
 213-382-8151 310-274-9244  
 Date: April 07, 2017

CUSTOMER # 17-015841-4  
 NAME CITY OF HUNTINGTON PARK  
 RAUL PEREZ PARK  
 ADDRESS 6208 S ALAMEDA ST  
 CITY HUNTINGTON PARK STATE CA  
 ZIP 90255-3503 HOME PHONE 323-397-0892  
 BUSINESS OR DAYTIME PHONE (EXT)  
 CELL PHONE STORE#  
 CROSS STREET DIST/REG  
 P.O. NO. EXP DATE  
 INITIAL TARGET PEST:  
 ANTS  
 GENERAL AREA:  
 BUSINESS TYPE: Office Building/Utilities ESTIMATED BUILDING SQUARE FOOTAGE 1

## BILLING INFORMATION (IF DIFFERENT FROM SERVICE)

ADDRESS  
 CITY STATE  
 ZIP PHONE  
 BUSINESS OR DAYTIME PHONE (EXT)  
 CELL PHONE  
 WORK ORDERED BY:

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type	BLANKET NON-FD COMMERCIAL	Initial Charge	47.00	Periodic Charge	47.00	Warranty Months							
	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE	Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING	Monthly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Does any person living or working at this address have any known chemical sensitivities or allergies? PETS: NO	No	Customer Initial	Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?	No	Customer Initial
---	----	------------------	--	----	------------------

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE #Follow-Ups \_\_\_\_\_

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE  
 HOW WILL YOU PAY?

FIRST SERVICED BY	137 MORALES, LUIS ALBERTO	ROUTE	137 MORALES, LUIS ALBERTO
LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE		
MAP NO.	Material Code		
LEAD EMPLOYEE NO.	Quantity		
SALESPERSON 6280 SOURCE Q CODE	Area Serviced	In / Out	In / Out
	Percentage		
	Finished Amount		

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU.		RECEIPT OF PESTICIDE NOTIFICATION	
CUSTOMER'S SIGNATURE	SALESPERSON'S SIGNATURE	Customer Initial	Customer Unavailable. Left at location.
X	X		
WESTERN EXTERMINATOR COMPANY LICENSE #		PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.	

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
 PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
 (1-800-937-8398)

The Final Word in Pest Control  
 www.WesternExterminator.com

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU.

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExciteR (Pyrethrins, Piperonyl Butoxide technical) 89459-41 oz.	800	Other
43	PT 565 Plus XLO (Pyrethrins, Piperonyl Butoxide technical, MGK 264) 400-200 oz.	****205	BorAcIn (Orthoboric acid) 73079-4 oz.	801	Other
****58	Tim-bor (Disodium Octaborate Tetrahydrate) 84405-9 oz.	206	Nygard IGR Concentrate (Pyriproxyfen) 1021-1603 ml.	802	Other
63	Gentrol IGR Concentrate ((S)-Hydroxypropene) 2724-351 oz.	****208	FirstStrike Soft Bait (Difethiaione) 7173-258 oz.	850	Inspection Only
****66	Lique-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigrx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
****75	Suspend SC (Deltamethrin) 432-763 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1260 gr.	852	Cob Web Removal
****81	ContraC All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	SentriCon® Monitoring # Stations
101	Niban G (Orthoboric Acid) 84405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminopyridine) 11849-7 oz.	****230	Recruit HD (Noviflumuron) 82719-608 oz.	855	SentriCon® WDO Inspection
****104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altriset (Chlorantraniliprole) 100-1503 oz.	899	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7969-285 oz.	900	Glue Board
****118	Maxforce FC Roach Bait Station-small (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 278-3393 oz.	252	Intice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrins) 1021-2560 oz.	923	Western Rat Trap
****138	Advance Granular Carpenter Ant Bait (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	924	Western Mice Trap
****140	Niban-FG Fine Granular Bait (Orthoboric Acid) 84405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	928	Tin Can
144	Terimidor SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	****264	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
149	Nibor-D (Disodium Octaborate Tetrahydrate) 84405-8 oz.	269	Terimidor Dry (Fipronil) 499-546 gr.	911	ILT UV Light Bulb
153	Tempo SC Ultra (B-Cyfluthrin) 100-1363 ml.	270	Terimidor HE (Fipronil) 7969-329 oz.	915	inVade Fruit Fly Trap ea
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	917	inVade Bio Foam oz.
****155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	276	Onslaught Fast Cap (Sifenoxerale, Prallethrin, Piperonyl Butoxide) 1021-2574 oz.	921	T-Rex
****157	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 87702-3-34704 oz.	281	Bodiam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	935	Pheromone Lure
161	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cimexa (Amorphous Silica Gel) 73079-12 oz.	938	Earth Care Odor Remover Bag
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Harmonix (Pyrethrins) 432-1528 oz.	953	Trap Rite RS
166	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-392 oz.	286	Ground Squirrel Bait by Wilco Ag (Diphacinone) 38029-17 oz.	971	Probac Continuous Release Cartridge
169	Premise Foam (Imidacloprid) 432-1391 oz.	292	End Zone (Acefamprid) 8033-114-279 oz.	972	Probac Quick Clean Foam
****170	Recruit IV (Noviflumuron) 82719-453 gr.	293	No Tox (No Actives) exempt oz.	973	Probac Quick Clean
****171	Recruit IV AG (Noviflumuron) 82719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-514 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Talpid (Bromethalin) 12455-101 gr.	****295	Nygard Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2580 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
****176	No Foam B (PDE Nonylphenol) 1050775-50008 oz.	296	Steri-Fab (Isopropyl Alcohol, Phenothrin, DDAC, ADBAC) 397-13 oz.	990	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Rozol Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	991	Other
182	EcoPCO AR X (2-phenethyl propionate, Pyrethrins) 67425-15-655 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-522 oz.	992	Probac Fast Flow
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9-Tricosene) 432-1455 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	993	Probac Micro Tab
187	Talstar Pro (Bifenthrin) 278-3208 oz.	308	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.	994	Probac Micro Mini Tab
193	Advion Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	309	Zyrox Fly Bait (Cyantraniprole) 100-1541 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1480 gr.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
****201	Advion Insect Granule (Indoxacarb) 100-1483 oz.	722	Esplanade EZ (Indoxacarb, Diquat Dibromide, Glyphosate Isopropylamine Salt) 432-1528 oz.		
		723	Snipe® (Diazinon Dioxide, n-Allyl Dimethyl Benzyl Ammonium Chloride, n-Allyl Ethylbenzyl Ammonium Chloride) 71700-2-82462 oz.		

**PLEASE NOTE:**

**ContraC/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz**

**Gentrol Point Source .12 ml./Station  
Maxforce Roach, Small 1.5 gr./Station  
Advion Cockroach Arena 1.98 gr./Station**

**Terro PCO .36 oz./Station  
Dekko Silverfish Pak .001 oz./Pak**

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours.  
\*\* Poisoning symptoms (Fluorosis & Avitrol do not include all) are due to ingestion and can include nausea and vomiting, excitement, chills, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
\*\*\* Adverses symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\* Irritation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
\*\*\*\*\* Ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-01200003CA

**TERMS AND CONDITIONS**

UNLESS WORK ORDERED IS A ONE-TIME JOB IT IS UNDERSTOOD BY BOTH WESTERN EXTERMINATOR COMPANY AND THE CUSTOMER, THIS IS AN AGREEMENT FOR PERIODIC SERVICE AND WILL CONTINUE THEREAFTER UNTIL CANCELED BY THE CUSTOMER OR WESTERN EXTERMINATOR COMPANY. WESTERN EXTERMINATOR COMPANY AGREES TO PROVIDE PEST CONTROL SERVICE IN ACCORDANCE WITH THE TERMS OUTLINED DURING NORMAL BUSINESS HOURS OF 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY AND 8:00 AM TO 4:00 PM, SATURDAY WITH THE EXCEPTION OF RECOGNIZED HOLIDAYS. ADDITIONAL SERVICES WILL BE PROVIDED AS DEEMED NECESSARY BY THE COMPANY, OR WHEN REQUESTED BY YOU, DURING NORMAL BUSINESS HOURS. REQUESTS FOR ADDITIONAL SERVICES DURING OTHER THAN NORMAL BUSINESS HOURS WILL INCUR ADDITIONAL CHARGES. IN ORDER TO PROPERLY CONTROL PEST ACTIVITY THE CUSTOMER AGREES TO MAKE THE PREMISES AVAILABLE FOR SERVICE AND TO ACCEPT SUCH SERVICE WHEN DUE. YOUR SERVICE TECHNICIAN WILL MAKE AN APPOINTMENT FOR THE INITIAL TREATMENT AND ARRANGE A REGULAR, CONVENIENT AND SPECIFIC SERVICE DAY FOR SUBSEQUENT TREATMENTS. ALL EQUIPMENT USED ON THE PREMISES REMAINS THE PROPERTY OF WESTERN EXTERMINATOR COMPANY AND MAY BE REMOVED UPON TERMINATION OF SERVICE. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE IF SUCH DAMAGE SHOULD OCCUR DURING THE PERIOD SUCH SERVICE IS RENDERED.

Notice to Customer (required by Federal Law): You have entered into a transaction on \_\_\_\_\_, 20\_\_\_\_\_, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying WESTERN EXTERMINATOR COMPANY AT \_\_\_\_\_ by mail or telegram sent not later than midnight of \_\_\_\_\_, 20\_\_\_\_\_. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.  
I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: WITH YOUR "AUTHORIZATION" SIGNATURE ON THE REVERSE SIDE YOU ARE AGREEING TO THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. YOU ARE GIVING UP RIGHTS TO A COURT OR JURY TRIAL, TO DISCOVERY, AND TO APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, A COURT MAY COMPEL YOU TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**THANK YOU**

Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.

# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 50-118383-4

NAME CITY OF HUNTINGTON PARK  
PUBLIC WORKS  
ADDRESS 6900 BISSELL ST  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-5507 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE 323-584-6225 STORE#  
CROSS STREET DIST/REG  
P.O. NO. EXP DATE

**BILLING INFORMATION**  
(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE  
WORK ORDERED BY:

INITIAL TARGET PEST:  
COCKROACHES, ANTS, SPIDERS  
GENERAL AREA:

BUSINESS TYPE: Retail Service- Non Food ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type	BLANKET NON-FD COMMERCIAL	Initial Charge	64.50	Periodic Charge	64.50	Warranty Months							
	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE	Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING	Monthly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Does any person living or working at this address have any known chemical sensitivities or allergies? PETS: NO	No	Customer Initial	Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?	No	Customer Initial
---	----	------------------	--	----	------------------

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups \_\_\_\_\_

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE

HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 675B7	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Serviced	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU.		RECEIPT OF PESTICIDE NOTIFICATION	
CUSTOMER'S SIGNATURE X	SALESPERSON'S SIGNATURE X	Customer Initial	Customer Unavailable. Left at location.
WESTERN EXTERMINATOR COMPANY LICENSE #		PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.	

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
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**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
www.WesternExterminator.com

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	Exciter (Pyrethrins, Piperonyl Butoxide technical) 80450-41 oz.	800	Other
43	PT 565 Plus XLO (Pyrethrins, Piperonyl Butoxide technical MGK 294) 469-200 oz.	****205	BorAcidn (Orthoboric acid) 73079-4 oz.	801	Other
****58	Tim-bor (Disodium Octaborate Tetrahydrate) 64405-8 oz.	206	Nyguard IGR Concentrate (Pyriproxyfen) 1021-1603 ml.	802	Other
63	Gentrol IGR Concentrate ((S)-Hydrozine) 2724-351 oz.	****208	FirstStrike Soft Bait (Difethalione) 7173-258 oz.	850	Inspection Only
****98	Lique-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
75	Suspend SC (Deltamethrin) 432-783 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1280 gr.	852	Cob Web Removal
****91	Confrac All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	Sentricon® Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-778 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminopyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 627-19-608 oz.	855	Sentricon® WDO Inspection
104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Delladust Insecticide (Deltamethrin) 432-772 oz.	237	Allriset (Chlorantraniliprole) 100-1503 oz.	899	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7009-285 oz.	900	Glue Board
****118	Maxforce FC Roach Bait Station-small (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Intice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
****137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrums) 1021-2560 oz.	903	Western Rat Trap
****138	Advance Granular Carpenter Ant Bait (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
****140	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Advon Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	908	Tin Cat
144	Termidor SC Termite/Insecticide (Fipronil) 7669-210 oz.	*264	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
149	Nibor-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	289	Termidor Dry (Fipronil) 499-548 gr.	911	ILT UV Light Bulb
****153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Termidor HE (Fipronil) 499-548 gr.	915	InVite Fruit Fly Trap ea.
154	Terro PCO Liquid Ant Bait (Borax) 146-8 oz.	272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	917	InVade Bio Foam oz.
****155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	276	Onslaught Fast Cap (Esfenvalerate, Prallethrin, Piperonyl Butoxide) 1021-2874 oz.	921	T-Rex
****167	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 87702-3-34704 oz.	281	Bedlam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	935	Pheromone Lure
****161	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cimexa (Amorphous Silica Gel) 73079-12 oz.	938	Earth Care Odor Remover Bag
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Harmox (Pyrethrins) 432-1526 oz.	953	Trap Rite RS
166	Phantom Termite/Insecticide (Chlorfenapyr) 241-392 oz.	286	Ground Squirrel Bait by Wilco Aq (Diphacinone) 38029-17 oz.	971	Probac Continuous Release Cartridge
****169	Premise Foam (Imidacloprid) 432-1391 oz.	292	End Zone (Acetamiprid) 8033-114-270 oz.	972	Probac Quick Clean Foam
****171	Recruit IV (Noviflumuron) 627-19-453 gr.	293	No Tox (No Actives) exempt oz.	973	Probac Quick Clean
****172	Recruit IV AG (Noviflumuron) 82719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-514 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****176	No Foam B (POE Nonylphenol) 1050775-50008 oz.	*296	Bedlam Plus Fia & Tick (Pyriproxyfen, d-Phenothrin, MGK-284) 1021-2580 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
181	Premise 2 (Imidacloprid) 432-1331 ml.	298	Stari-Fab (Isopropryl Alcohol, Phenothrin, DDAC, ADAC) 397-13 oz.	990	Other
182	EcoPCD AR X (2-phenethyl propionate, Pyrethrins) 67425-15-655 oz.	****298	Rozol Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	991	Other
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9 Tricosene) 432-1455 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-522 oz.	992	Probac Fast Flow
****187	Talstar Pro (Bifenthrin) 279-3208 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	993	Probac Micro Tab
193	Advon Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	308	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.	994	Probac Micro Mini Tab
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1480 gr.	309	Zyrox Fly Bait (Cyantianiprole) 100-1541 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
****201	Advon Insect Granule (Indoxacarb) 100-1483 oz.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
		722	Eplanelone EZ (Indoxiflam, Diazot Dibromide, Glyphosate Isopropylamine Salt) 432-1528 oz.		
		723	SnipeP (Chlorine Dioxide, n-Allyl Dimethyl Benzyl Ammonium Chloride, n-Allyl Ethylbenzyl Ammonium Chloride) 71709-2-62982 oz.		

Confrac/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz

**PLEASE NOTE:**  
Gentrol Point Source .12 ml./Station  
Maxforce Roach, Small 1.5 gr./Station  
Advon Cockroach Arena 1.98 gr./Station  
Terro PCO .36 oz./Station  
Dekko Silverfish Pak .001 oz./Pak

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely paralates for more than 24 hours  
\*\*Poisoning symptoms (Fumrozin & Avitrol do not include all) are due to ingestion and can include nausea and vomiting, excitement, chills, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
\*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\*Irritation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
\*\*\*\*\*Ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-01200003CA

**TERMS AND CONDITIONS**

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Notice to Customer (required by Federal Law): You have entered into a transaction on \_\_\_\_\_, 20\_\_\_\_\_, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying WESTERN EXTERMINATOR COMPANY AT \_\_\_\_\_ by mail or telegram sent not later than midnight of \_\_\_\_\_, 20\_\_\_\_\_. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.  
I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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**THANK YOU**

Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.

# Western Exterminator Company

A Rentokil Steritech Company  
Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 50-108407-3

NAME CITY OF HUNTINGTON PARK  
CITY HALL  
ADDRESS 6550 MILES AVE  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-4302 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE 323-447-6115 (EXT)  
CELL PHONE 323-584-5274 STORE#  
CROSS STREET DIST/REG  
P.O. NO. EXP DATE

**BILLING INFORMATION**  
(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE  
WORK ORDERED BY:

INITIAL TARGET PEST:  
COCKROACHES, ANTS, SPIDERS  
GENERAL AREA:

BUSINESS TYPE: Retail Service- Non Food ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type	BLANKET NON-FD COMMERCIAL	Initial Charge	47.00	Periodic Charge	47.00	Warranty Months							
	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE	Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING	Monthly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Does any person living or working at this address have any known chemical sensitivities or allergies?	No	Customer Initial		Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?	No	Customer Initial							

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE  
HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 52F5	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Serviced	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU!

CUSTOMER'S SIGNATURE X	SALESPERSON'S SIGNATURE X	RECEIPT OF PESTICIDE NOTIFICATION Customer Unavailable. Left at location.
WESTERN EXTERMINATOR COMPANY LICENSE #		PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
www.WesternExterminator.com

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU.

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExciteR (Pyrethrin, Piperonyl Butoxide technical) 80459-41 oz.	800	Other
43	PT 585 Plus XLO (Pyrethrin, Piperonyl Butoxide technical) MGK 264) 499-260 oz.	****205	BoActiv (Orthoboric acid) 73079-4 oz.	801	Other
****53	Tim-bor (Diosdium Octaborate Tetrahydrate) 84405-8 oz.	206	Nyguard IGR Concentrate (Pyriproxyfen) 1021-1603 ml.	802	Other
69	Genitol IGR Concentrate ((S)-Hydroptrene) 2724-351 oz.	****208	FirstStrike Soft Bait (Difethhalone) 7173-258 oz.	850	Inspection Only
****68	Liqua-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
75	Suspend SC (Deltamethrin) 432-763 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1260 gr.	852	Cob Web Remover
****91	Contract All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-108 oz.	853	Sentricon® Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminopyridine) 11649-7 oz.	****230	Terimid HD (Noviflumuron) 62719-608 oz.	855	Sentricon® WDO Inspection
104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altisect (Chlorantraniliprole) 100-1503 oz.	859	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7969-285 oz.	900	Glue Board
****118	Maxforce FG Roach Bait Station-small (Fipronil) 432-1267 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B1) 499-370 oz.	901	Misc Tray
120	CB 80 (Pyrethrin, Piperonyl butoxide) 279-3393 oz.	252	Intice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
****137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrins) 1021-2560 oz.	903	Western Rat Trap
****138	Advance Granular Carpenter Ant Bait (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
****140	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	906	Tin Cat
144	Terimid SC Termite/Insecticide (Fipronil) 7969-210 oz.	****264	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
149	Niban-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	269	Terimid Dry (Fipronil) 499-546 gr.	911	ILT UV Light Bulb
****153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Terimid HE (Fipronil) 7969-329 oz.	915	InVade Fruit Fly Trap ea.
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	****272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	917	InVade Bio Foam oz.
****155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	****276	Onslaught Fast Cap (Efenvalerate, Prallethrin, Piperonyl Butoxide) 1021-2574 oz.	921	T-Rex
****157	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-34704 oz.	281	Bedlam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	935	Pheromone Lure
****161	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cinexa (Amorphous Silica Gel) 73079-12 oz.	938	Earth Care Odor Remover Bag
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Harmonix (Pyrethrin) 432-1526 oz.	953	Trap Rite RS
166	Phantom Termite/Insecticide (Chlorfenapyr) 241-392 oz.	286	Ground Squirrel Bait by Wilco Ag (Diphacinone) 36029-17 oz.	971	Probac Continuous Release Cartridge
****169	Premise Foam (Imidacloprid) 432-1391 oz.	289	End Zone (Acatamiprid) 8033-114-279 oz.	972	Probac Quick Clean Foam
****170	Recruit IV (Noviflumuron) 62719-453 gr.	293	No Tox (No Actives) exempt oz.	973	Probac Quick Clean
****171	Recruit IV AG (Noviflumuron) 62719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrin, Piperonyl Butoxide) 499-514 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Talpid (Bromethalin) 12455-101 gr.	****295	Nyguard Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2560 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
****176	No Foam B (POE Nonylphenol) 1050775-50008 oz.	296	Steri-Fab (Isopropyl Alcohol, Phenolthrin, DDAC, ADBAC) 307-13 oz.	990	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Rozel Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	991	Other
182	EcoPCO AR X (2-phenethyl propionate Pyrethrin) 67425-15-655 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrin, Piperonyl Butoxide) 499-522 oz.	992	Probac Fast Flow
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9 Tricosene) 432-1455 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	993	Probac Micro Tab
****187	Talstar Pro (Bifenthrin) 279-3208 oz.	308	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.	994	Probac Micro Mini Tab
193	Advion Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	309	Zyrox Fly Bait (Cyantaniptorol) 100-1541 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1460 gr.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
****201	Advion Insect Granule (Indoxacarb) 100-1483 oz.	722	Esplanade EZ (Indoxiflam, Diquat Dichloride, Glyphosate Isopropylamine Salt) 432-1528 oz.		
		723	Snip8F (Chlorine Dioxide, N-Allyl Dimethyl Ethyl Ammonium Chloride, N-Allyl Ethylbenzyl Ammonium Chloride) 71705-2-82462 oz.		

Contract/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz

**PLEASE NOTE:**  
Gentrol Point Source .12 ml./Station      Terro PCO .36 oz./Station  
Maxforce Roach, Small 1.5 gr./Station      Dekko Silverfish Pak .001 oz./Pak  
Advion Cockroach Arena 1.98 gr./Station

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
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\*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
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CHMAO-0120003CA

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I hereby cancel this transaction, \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

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# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 9-031941-9

NAME CITY OF HUNTINGTON PARK  
PUBLIC PARKING  
ADDRESS 7100, ZOE, PACIFIC & RITA AVE  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-5507 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE 323-447-6115 STORE#  
CROSS STREET DIST/REG  
P.O. NO. EXP DATE

## BILLING INFORMATION

(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY  
ZIP  
BUSINESS OR DAYTIME PHONE PHONE STATE  
CELL PHONE (EXT)  
WORK ORDERED BY:

INITIAL TARGET PEST:

RATS

GENERAL AREA:

BUSINESS TYPE: Office Building/Utilities

ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

MICE

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type RODENT CONTROL

Initial Charge 134.00 Periodic Charge 134.00 Warranty Months

Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING Monthly	Yes											

Does any person living or working at this address have any known chemical sensitivities or allergies?  
PETS: NO

No Customer Initial

Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?

No Customer Initial

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE

HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO

ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. NEEDED	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Serviced	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU!

CUSTOMER'S SIGNATURE  
X

SALESPERSON'S SIGNATURE  
X  
WESTERN EXTERMINATOR COMPANY LICENSE #

RECEIPT OF PESTICIDE NOTIFICATION  
Customer Unavailable. Left at location.  
Customer Initial  
PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

1-800-WEST-EXT  
(1-800-937-8398)

The Final Word in Pest Control  
www.WesternExterminator.com

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExciteR (Pyrethrins, Piperonyl Butoxide technical) 89459-41 oz.	800	Other
43	PT 565 Plus XLO (Pyrethrins, Piperonyl Butoxide technical, MGK 264) 469-260 oz.	****205	BorActin (Orthoboric acid) 73079-4 oz.	801	Other
****58	Tim-bor (Disodium Octaborate Tetrahydrate) 64405-8 oz.	206	Nyguard IGR Concentrate (Pyriproxyfen) 1021-1803 ml.	802	Other
83	Gentrol IGR Concentrate ((S)-Hydroprone) 2724-351 oz.	****208	FirstStrike Soft Bait (Difluthalione) 7173-258 oz.	850	Inspection Only
****86	Liqua-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Piprx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
75	Suspend SC (Deltamethrin) 432-773 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1260 gr.	852	Cob Web Removal
****91	ContraC All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	SentriCon® Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arlon Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminoipyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 62719-608 oz.	855	SentriCon® WDO Inspection
*104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altnset (Chlorantraniliprole) 100-1503 oz.	899	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7989-285 oz.	900	Glue Board
*118	Maxforce G Roach Bait Station-small (Fipronil) 432-1267 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Inlice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 7979-7 oz.	902	Rat Tray
*137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrins) 1021-2560 oz.	903	Western Rat Trap
****138	Advance Granular Carpenter Ant Bait (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
****140	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1488 gr.	908	Tin Cat
144	Terimid SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	*284	Suspend Polyzone (Deltamethrin) 432-1514 oz.	911	ILT UV Light Bulb
149	Nibor-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	269	Terimid Dry (Fipronil) 499-329 oz.	912	InVite Fruit Fly Trap ea.
*153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Terimid HE (Fipronil) 499-329 oz.	917	InVade Bio Foam oz.
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	*272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	921	T-Rex
*155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	*276	Onslaught Fast Cap (Esterline, Prallethrin, Piperonyl Butoxide) 1021-2574 oz.	935	Pheromone Lure
****157	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-34704 oz.	281	Bodiam Plus (δ-Sumithrin, MGK 264) 1021-2569 oz.	938	Earth Care Odor Remover Bag
*161	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cimexa (Amorphous Silica Gel) 73079-12 oz.	953	Trap Rite RS
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Harmonix (Pyrethrins) 432-1526 oz.	971	Probac Continuous Release Cartridge
166	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-392 oz.	286	Guard Squirrel Bait by Wilco Ag (Diphacinone) 36029-17 oz.	972	Probac Quick Clean Foam
169	Premise Foam (Imidacloprid) 432-1391 oz.	292	End Zone (Acetamiprid) 8033-114-279 oz.	973	Probac Quick Clean
****170	Recruit IV (Noviflumuron) 62719-453 gr.	293	No Tox (No Actives) exempt oz.	976	OdTour for Rodents (White Pepper) exempt oz.
****171	Recruit IV AG (Noviflumuron) 62719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 409-514 oz.	983	Essentia G (Clove Oil, Thyme Oil) exempt oz.
*172	Talpirid (Bromethalin) 12455-101 gr.	*295	Nyguard Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2590 oz.	990	Other
****176	No Foam B (POE Nonylphenol) 1050775-50008 oz.	296	Steri-Fab (Isopropyl Alcohol, Phenothrin, DDAC, ADBAC) 397-13 oz.	991	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Rozol Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	992	Probac Fast Flow
182	EcoPCO AR X (2-phenethyl propionate, Pyrethrins) 67426-15-655 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 409-522 oz.	993	Probac Micro Tab
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9-Tricosene) 432-1455 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	994	Probac Micro Mini Tab
*187	Talstar Pro (Bifenthrin) 279-3206 oz.	308	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
193	Advion Cockroach Gel Bait (Indoxacarb) 100-1494 gr.	309	Zyrox Fly Bait (Cyantaniptorol) 100-1541 oz.		
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1460 gr.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
****201	Advion Insect Granule (Indoxacarb) 100-1483 oz.	722	Esplanado EZ (Indoxacarb, Dicyclo Dibromide, Glyphosate isopropylamine Salt) 432-1528 oz.		
		723	Sniper (Ciposene Dioxide, n-Alkyl Dimethyl Benzyl Ammonium Chloride, n-Alkyl Ethylbenzene Ammonium Chloride) 71702-2-82482 oz.		

ContraC/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz

**PLEASE NOTE:**  
Gentrol Point Source .12 ml./Station      Terro PCO .36 oz./Station  
Maxforce Roach, Small 1.5 gr./Station      Dekko Silverfish Pak .001 oz./Pak  
Advion Cockroach Arena 1.96 gr./Station

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
\*\*Poisoning symptoms (Fenitoxin & Avitrol do not include all) are due to ingestion and can include nausea and vomiting, excitement, shivers, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
\*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
\*\*\*\*\*If ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-0120003CA

**TERMS AND CONDITIONS**

UNLESS WORK ORDERED IS A ONE-TIME JOB IT IS UNDERSTOOD BY BOTH WESTERN EXTERMINATOR COMPANY AND THE CUSTOMER, THIS IS AN AGREEMENT FOR PERIODIC SERVICE AND WILL CONTINUE THEREAFTER UNTIL CANCELED BY THE CUSTOMER OR WESTERN EXTERMINATOR COMPANY. WESTERN EXTERMINATOR COMPANY AGREES TO PROVIDE PEST CONTROL SERVICE IN ACCORDANCE WITH THE TERMS OUTLINED DURING NORMAL BUSINESS HOURS OF 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY AND 8:00 AM TO 4:00 PM, SATURDAY WITH THE EXCEPTION OF RECOGNIZED HOLIDAYS. ADDITIONAL SERVICES WILL BE PROVIDED AS DEEMED NECESSARY BY THE COMPANY, OR WHEN REQUESTED BY YOU, DURING NORMAL BUSINESS HOURS. REQUESTS FOR ADDITIONAL SERVICES DURING OTHER THAN NORMAL BUSINESS HOURS WILL INCUR ADDITIONAL CHARGES. IN ORDER TO PROPERLY CONTROL PEST ACTIVITY THE CUSTOMER AGREES TO MAKE THE PREMISES AVAILABLE FOR SERVICE AND TO ACCEPT SUCH SERVICE WHEN DUE. YOUR SERVICE TECHNICIAN WILL MAKE AN APPOINTMENT FOR THE INITIAL TREATMENT AND ARRANGE A REGULAR, CONVENIENT AND SPECIFIC SERVICE DAY FOR SUBSEQUENT TREATMENTS. ALL EQUIPMENT USED ON THE PREMISES REMAINS THE PROPERTY OF WESTERN EXTERMINATOR COMPANY AND MAY BE REMOVED UPON TERMINATION OF SERVICE. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE IF SUCH DAMAGE SHOULD OCCUR DURING THE PERIOD SUCH SERVICE IS RENDERED.

Notice to Customer (required by Federal Law): You have entered into a transaction on \_\_\_\_\_, 20\_\_\_\_\_, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying WESTERN EXTERMINATOR COMPANY AT \_\_\_\_\_ by mail or telegram sent not later than midnight of \_\_\_\_\_, 20\_\_\_\_\_. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: WITH YOUR "AUTHORIZATION" SIGNATURE ON THE REVERSE SIDE YOU ARE AGREEING TO THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. YOU ARE GIVING UP RIGHTS TO A COURT OR JURY TRIAL, TO DISCOVERY, AND TO APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, A COURT MAY COMPEL YOU TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**THANK YOU**

Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.

# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 15-020486-5

NAME CITY OF HUNTINGTON PARK  
POLICE DT, ANNEX, COURT HO  
ADDRESS 6538, 6542, 6548 MILES AVE  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-4318 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE STORE#  
CROSS STREET DIST/REG  
P.O. NO. EXP DATE

**BILLING INFORMATION**  
(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE  
WORK ORDERED BY:

INITIAL TARGET PEST:  
COCKROACHES, ANTS, RATS, SPIDERS

GENERAL AREA:

BUSINESS TYPE: Office Building/Utilities

ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

RATS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type BLANKET NON-FD COMMERCIAL

Initial Charge

48.00

Periodic Charge

48.00

Warranty Months

Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING Monthly	Yes											

Does any person living or working at this address have any known chemical sensitivities or allergies?  
PETS: NO

No Customer Initial

Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?

No Customer Initial

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE

TIME

AM/PM

SEE

HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO

ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 104	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Serviced	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU

CUSTOMER'S SIGNATURE

SALESPERSON'S SIGNATURE

RECEIPT OF PESTICIDE NOTIFICATION

Customer Unavailable. Left at location.

PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
www.WesternExterminator.com

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExciteR (Pyrethrins, Piperonyl Butoxide technical) 89459-41 oz.	900	Other
43	PT 565 Plus XLO (Pyrethrins, Piperonyl Butoxide technical, MGK 264) 409-260 oz.	****205	BorAcid (Orthoboric acid) 73079-4 oz.	901	Other
****58	Tim-bor (Disodium Octaborate Tetrahydrate) 84405-8 oz.	206	Nyguard IGR Concentrate (Pyrproxyfen) 1021-1603 ml.	902	Other
****63	Gentrol IGR Concentrate (Is-Hydroptrene) 2724-351 oz.	****208	FirstStrike Soft Bait (Difluthalione) 7173-268 oz.	950	Inspection Only
****66	Lique-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigrx Caulking Gel (Capsaicin) 84418-1 oz.	951	Rodent Follow-up
****75	Confrac All Weather Blox (Bromadiolone) 12455-79 oz.	****213	Opflagr Ant Gel Bait (Thiamethoxam) 100-1260 gr.	952	Cob Web Removal
****91	Confrac All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	953	Sentricon® Monitoring # Stations
****103	Niban G (Orthoboric Acid) 84405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	954	HOPP Inspection
****104	Avitrol Whole Corn (4-Aminopyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 62719-608 oz.	955	Sentricon® WDO Inspection
****109	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	956	Rodent Proofing
****113	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altreset (Chlorantraniliprole) 100-1503 oz.	999	B&G Rodent Bait Station
****118	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7669-285 oz.	900	Glue Board
****120	Maxforce FC Roach Bait Station-smal (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bait (Abaractin B1) 499-370 oz.	901	Mice Tray
****137	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Intice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
****138	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrins) 1021-2560 oz.	903	Western Rat Trap
****140	Advance Granular Carpenter Ant Bait (Abaractin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
****144	Niban-FG Fine Granular Bait (Orthoboric Acid) 84405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	908	Tin Cat
****148	Terimid SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	****284	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
****153	Nibor-D (Disodium Octaborate Tetrahydrate) 84405-8 oz.	269	Terimid Dry (Fipronil) 499-546 gr.	911	ILT UV Light Bulb
****154	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Terimid HE (Fipronil) 7969-326 oz.	915	InVade Bio Foam oz.
****155	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	****272	Terimid HE (Fipronil) 7969-326 oz.	921	T-Rex
****157	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	****276	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	935	Pheromone Lure
****161	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-34704 oz.	281	Onslaught Fast Cap (Efenvalerate, Prallethrin, Piperonyl Butoxide) 1021-2574 oz.	938	Earth Care Odor Remover Bag
****162	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Bedlam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	953	Trap Rite RS
****166	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Cimexa (Amorphous Silica Gel) 73079-12 oz.	971	Probac Continuous Release Cartridge
****169	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-392 oz.	286	Harmoxix (Pyrethrins) 432-1526 oz.	972	Probac Quick Clean Foam
****170	Premise Foam (Imidacloprid) 432-1391 oz.	292	Ground Squirrel Bait by Wilco Ag (Diphacinone) 36029-17 oz.	973	Probac Quick Clean
****171	Recruit IV (Noviflumuron) 62719-453 gr.	293	End Zone (Acetamiprid) 8033-114-270 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Recruit IV AG (Noviflumuron) 62719-454 gr.	294	No Tox (No Actives) exempt oz.	983	Probac Micro Mini Tab
****176	Talpirid (Bromethalin) 12455-101 gr.	****295	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 409-514 oz.	990	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
****181	No Foam B (POE Nonylphenol) 1050775-50008 oz.	296	Bedlam Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-204) 1021-2580 oz.	992	
****182	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Steri-Fab (isopropyl Alcohol, Phenothrin, DDAC, ADBAC) 397-13 oz.	993	
****186	EcoPCO AR X (2-phenethyl propionate, Pyrethrins) 67425-15-855 oz.	300	Rozol Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	996	
****193	Maxforce Fly Spot Bait (Imidacloprid, Z-9-Tricosene) 432-1455 oz.	308	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 409-522 oz.		
****194	Talstar Pro (Bifenthrin) 279-3206 oz.	309	Magnetic Roach Bait (Boric Acid) 54452-2 oz.		
****201	Advion Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	310	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.		
	Maxforce FC Magnum Roach Gel (Fipronil) 432-1460 gr.	722	Zyrox Fly Bait (Cyantraniprole) 100-1541 oz.		
	Advion Insect Granule (Indoxacarb) 100-1483 oz.	723	Wasp Freeze II (Prallethrin) 499-550 oz.		
			Esplanade EZ (Ibufenfen, Diquat Dibromide, Oxyphosphate Isopropylamine Salt) 432-1526 oz.		
			Sniper (Chloroacetic Acid, N-Allyl Dimethyl Benzyl Arsenium Chloride, N-Allyl Ethylbenzene Arsenium Chloride) 71700-2-82462 oz.		

**Confrac/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz**

**PLEASE NOTE:**  
**Gentrol Point Source .12 ml./Station**      **Terro PCO .36 oz./Station**  
**Maxforce Roach, Small 1.5 gr./Station**      **Dekko Silverfish Pak .001 oz./Pak**  
**Advion Cockroach Arena 1.98 gr./Station**

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
 \*\*Poisoning symptoms (Funtocoin & Avitrol do not include all) are due to ingestion and can include nausea and vomiting, excitement, chill, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
 \*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
 \*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
 \*\*\*\*\*Ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-0120003CA

**TERMS AND CONDITIONS**

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Notice to Customer (required by Federal Law): You have entered into a transaction on \_\_\_\_\_, 20\_\_\_\_\_, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying WESTERN EXTERMINATOR COMPANY AT \_\_\_\_\_ by mail or telegram sent not later than midnight of \_\_\_\_\_, 20\_\_\_\_\_.

You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.  
 I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

**ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.**

**NOTICE: WITH YOUR "AUTHORIZATION" SIGNATURE ON THE REVERSE SIDE YOU ARE AGREEING TO THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. YOU ARE GIVING UP RIGHTS TO A COURT OR JURY TRIAL, TO DISCOVERY, AND TO APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, A COURT MAY COMPEL YOU TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**THANK YOU**

**Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.**

# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 50-108355-4

NAME CITY OF HUNTINGTON PARK  
COMMUNITY CENTER  
ADDRESS 6925 SALT LAKE AVE  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE STORE#  
CROSS STREET DIST/REG  
P.O. NO EXP DATE

**BILLING INFORMATION**  
(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE  
WORK ORDERED BY:

INITIAL TARGET PEST:  
COCKROACHES, ANTS, SPIDERS  
GENERAL AREA:

BUSINESS TYPE: Retail Service- Non Food ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type BLANKET NON-FD COMMERCIAL Initial Charge 41.50 Periodic Charge 41.50 Warranty Months

Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING Monthly	Yes											

Does any person living or working at this address have any known chemical sensitivities or allergies?  
PETS: NO

No Customer Initial

Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?

No Customer Initial

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AMPM SEE  
HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 675B7	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Served	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU.

CUSTOMER'S SIGNATURE  
X

SALESPERSON'S SIGNATURE  
X  
WESTERN EXTERMINATOR COMPANY LICENSE #

RECEIPT OF PESTICIDE NOTIFICATION  
Customer Unavailable.  
Customer Initial Left at location.  
PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
www.WesternExterminator.com

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExciteR (Pyrethrins, Piperonyl Butoxide technical) 89458-41 oz.	800	Other
43	PT 505 Plus XLO (Pyrethrin, Piperonyl Butoxide technical, MGK 204) 499-200 oz.	****205	BorActin (Orthoboric acid) 73079-4 oz.	801	Other
****58	Tim-bor (Sodium Octaborate Tetrahydrate) 64405-8 oz.	206	Nyguard IGR Concentrate (Pyriproxyfen) 1021-1803 ml.	802	Other
****63	Gentrol IGR Concentrate (s)-Hydroprone) 2724-351 oz.	****208	FirstStrike SoRt Bait (Difluthalione) 7173-258 oz.	850	Inspection Only
****68	Liqua-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigrx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
****75	Suspend SC (Deltamethrin) 432-783 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1260 gr.	852	Cob Web Removal
****91	ContraC All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	Sanitron® Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Com (4-Aminopyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 627-19-608 oz.	855	Sanitron® WDO Inspection
****104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altrist (Chlorantraniliprole) 100-1503 oz.	899	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7969-285 oz.	900	Glue Board
****118	Maxforce FC Roach Bait Station-Small (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B 1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Evite Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
****137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	****253	EverGreen Pyrethrum Conc (Pyrethrums) 1021-2560 oz.	903	Western Rat Trap
****140	Advance Granular Carpenter Ant Bait (Abamectin B 1) 499-370 oz.	****255	Advon Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	904	Western Mice Trap
****149	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Suspend Polyzone (Deltamethrin) 432-1514 oz.	908	Tin Cat
144	Termidor SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	****284	Termidor Dry (Fipronil) 499-546 gr.	910	ILT Glue Board
149	Nibor-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	269	Termidor HE (Fipronil) 7969-329 oz.	911	ILT UV Light Bulb
****153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Ornega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	915	InVade Fruit Fly Trap ea.
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	****272	Onslaught Fast Cap (Esfenvalerine, Prallethrin, Piperonyl Butoxide) 1021-2574 oz.	917	InVade Bio Foam oz.
****155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	278	Bedlam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	921	T-Rex
****167	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-34704 oz.	281	Cimexa (Amorphous Silica Gel) 73079-12 oz.	935	Pharomone Lure
****181	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Hammonix (Pyrethrins) 432-1526 oz.	938	Earth Care Odor Remover Bag
182	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	284	Ground Squirrel Bait by Wilco Ag (Diphacinone) 36029-17 oz.	953	Trap Rite RS
186	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-382 oz.	288	End Zone (Acetamiprid) 8033-114-279 oz.	971	Probac Continuous Release Cartridge
****188	Premise Foam (Imidacloprid) 432-1391 oz.	292	No Tox (No Actives) exempt oz.	972	Probac Quick Clean Foam
****189	Recruit IV (Noviflumuron) 627-19-453 gr.	293	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-514 oz.	973	Probac Quick Clean
****171	Recruit IV AG (Noviflumuron) 627-19-454 gr.	294	Nyguard Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK 264) 1021-2580 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Talpirid (Bromethalin) 12455-101 gr.	****295	Steri-Fab (Isopropyl Alcohol, Phenothrin, DDAC, AD8AC) 397-13 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
****176	No Foam (POE Nonylphenol) 1050775-50008 oz.	296	Rozel Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	990	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	ULD BP 300 Contact Insecticide II (Pyrethrin, Piperonyl Butoxide) 499-522 oz.	991	Other
182	EcoPCO AR X (2-phenethyl propionate, Pyrethrins) 67425-16-655 oz.	299	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	992	Probac Fast Flow
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9 Tricosene) 432-1455 oz.	300	Alpine Pressurized Fly Bait (Dinofenofuran) 499-568 oz.	993	Probac Micro Tab
****187	Talstar Pro (Bifenthrin) 279-3206 oz.	308	Zyrox Fly Bait (Cyantoinopole) 100-1541 oz.	994	Probac Micro Mini Tab
193	Advon Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	309	Wasp Freeze II (Prallethrin) 499-550 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1480 gr.	310	Espianade EZ (Indoxacarb, Diquat Dibromide, Glyphosate Isopropylamine Salt) 432-1528 oz.		
****201	Advon Insect Granule (Indoxacarb) 100-1483 oz.	722	Snip8® Chlorine Dioxide n-Allyl Dimethyl Benzyl Ammonium Chloride, n-Allyl Ethylbenzyl Ammonium Chloride) 71700-2-52492 oz.		

ContraC/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag = .35 Oz or 1.4 Oz

**PLEASE NOTE:**  
Gentrol Point Source .12 ml./Station  
Maxforce Roach, Small 1.5 gr./Station  
Advon Cockroach Arena 1.98 gr./Station  
Terro PCO .36 oz./Station  
Dekko Silverfish Pak .001 oz./Pak

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
\*\*Poisoning symptoms (Fumazotrin & Avitrol do not include this) are due to ingestion and can include nausea and vomiting, excitement, chills, chest tightness, difficult or painful breathing, coughing, diarrhea, and tremors up to violent convulsions.  
\*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
\*\*\*\*\*Ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAAO-01200003CA

**TERMS AND CONDITIONS**

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I hereby cancel this transaction. \_\_\_\_\_ 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

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# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: April 07, 2017

CUSTOMER # 50-086001-0

NAME CITY OF HUNTINGTON PARK  
RECREATION CENTER/MUNI CT  
ADDRESS 3401 E FLORENCE AVE  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-5853 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE STORE#  
CROSS STREET DIST/REG  
P.O. NO. EXP DATE

## BILLING INFORMATION

(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE  
WORK ORDERED BY:

INITIAL TARGET PEST:  
COCKROACHES

GENERAL AREA:

BUSINESS TYPE: Retail Service- Non Food

ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type **BLANKET NON-FD COMMERCIAL** Initial Charge **37.50** Periodic Charge **225.00** Warranty Months

Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>SERVICE</b> Monthly	1	1	1	1	1	1	1	1	1	1	1	1
<b>BILLING</b> Semi-Annual				Yes						Yes		

Does any person living or working at this address have any known chemical sensitivities or allergies?  
PETS: NO

No  Customer Initial

Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?

No  Customer Initial

INITIAL SERVICE INSTRUCTIONS: MONTHLY SERVICE

#Follow-Ups \_\_\_\_\_

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE

HOW WILL YOU PAY?

FIRST SERVICED BY 137 MORALES, LUIS ALBERTO ROUTE 137 MORALES, LUIS ALBERTO

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 675B7	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 6280 SOURCE A CODE	Area Served	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU!

CUSTOMER'S SIGNATURE

X

SALESPERSON'S SIGNATURE

X

WESTERN EXTERMINATOR COMPANY

LICENSE #

RECEIPT OF PESTICIDE NOTIFICATION

Customer Unavailable. Left at location.

PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
[www.WesternExterminator.com](http://www.WesternExterminator.com)

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU.

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExcofR (Pyrethrins, Piperonyl Butoxide technical) 80459-41 oz.	800	Other
43	PT 585 Plus XLO (Pyrethrins, Piperonyl Butoxide technical, MGK 264) 499-290 oz.	****205	BarActin (Orthoboric acid) 73079-4 oz.	801	Other
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****66	Liqua-Tox II (Sodium Salt of Diphacinone) 12455-61 oz.	211	Pigrx Caulking Gel (Capsaicin) 84418-1 oz.	851	Rodent Follow-up
75	Suspend SC (Deltamethrin) 432-763 oz.	****213	Optigard Ant Gel Bait (Thiamethoxam) 100-1260 gr.	852	Cob Web Remover
****91	ContraC All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	Sanitation Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminopyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 62719-608 oz.	855	Sentricon® WDO Inspection
104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bait (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
106	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altisect (Chlorantraniliprole) 100-1503 oz.	896	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1066 oz.	238	Phantom Pressurized (Chlorfenapyr) 7969-285 oz.	900	Glue Board
****118	Maxforce FC Roach Bait Station-small (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bait (Abamectin B1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Intice Thiquid Ant Bait (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrins) 1021-2560 oz.	903	Western Rat Trap
****138	Advance Granular Carpenter Ant Bait (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
140	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1466 gr.	908	Tin Cat
144	Termidor SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	269	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
149	Nibor-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	284	Termidor Dry (Fipronil) 499-548 gr.	911	ILT UV Light Bulb
****153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Termidor HE (Fipronil) 499-549 oz.	915	InVada Fly Trap ea.
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	917	InVada Bio Foam oz.
****155	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	276	Onslaught Fast Cap (Efenfenvalerate, Prallethrin, Piperonyl Butoxide) 1021-2374 oz.	921	T-Rex
****157	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-34704 oz.	281	Bedlam Plus (d-Sumithrin, MGK 264) 1021-2569 oz.	935	Pheromone Lure
181	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cimexa (Amorphous Silica Gel) 73079-12 oz.	938	Earth Care Odor Remover Bag
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	288	Hammonix (Pyrethrins) 432-1528 oz.	953	Trap Rite RS
168	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-382 oz.	292	Ground Squirrel Bait by Wilco Ag (Diphacinone) 36029-17 oz.	971	Probac Continuous Release Cartridge
169	Premise Foam (Imidacloprid) 432-1301 oz.	293	Erd Zone (Azelampirid) 8033-114-279 oz.	972	Probac Quick Clean Foam
****170	Recruit IV (Noviflumuron) 62719-453 gr.	293	No Tox (No Actives) exempt oz.	973	Probac Quick Clean
****171	Recruit IV AG (Noviflumuron) 62719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-514 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Talpid (Bromethalin) 12455-101 gr.	****295	Nyguard Plus Fia & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2580 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
****176	No Foam B (POE Nonylphenol) 1050775-50008 oz.	296	Steri-Fab (Isopropyl Alcohol, Phenothrin, DDAC, ADBAC) 397-13 oz.	990	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Rozol Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	991	Other
182	ExoPCO AR X (2-phenethyl propionate, Pyrethrins) 67425-15-855 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-522 oz.	992	Probac Fast Flow
189	Maxforce Fly Spot Bait (Imidacloprid, Z-9 Tricosene) 432-1455 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	993	Probac Micro Tab
187	Talstar Pro (Bifenthrin) 279-3206 oz.	308	Alpine Pressurized Fly Bait (Dinotofuran) 499-568 oz.	994	Probac Micro Mini Tab
193	Advion Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	309	Zyrox Fly Bait (Cyantraniliprole) 100-1541 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1460 gr.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
****201	Advion Insect Granule (Indoxacarb) 100-1483 oz.	722	Esplanade EZ (Izithifam, Disulf Dioxinide, Glypsoate Isopropylamine Salt) 432-1528 oz.		
		723	SnipeR (Chlorine Dioxide, n-Allyl Dimethyl Benzyl Ammonium Chloride, n-Allyl Ethylbenzyl Ammonium Chloride) 71700-2-62482 oz.		

**ContraC/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag = .35 Oz or 1.4 Oz**

**PLEASE NOTE:  
Gentrol Point Source .12 ml./Station      Terro PCO .36 oz./Station  
Maxforce Roach, Small 1.5 gr./Station      Dekko Silverfish Pak .001 oz./Pak  
Advion Cockroach Arena 1.98 gr./Station**

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
\*\*Poisoning symptoms (Fumetonin & Avitrol not include all) are due to ingestion and can include nausea and vomiting, excitation, chills, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
\*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
\*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
\*\*\*\*\*If ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-01200003CA

**TERMS AND CONDITIONS**

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Notice to Customer (required by Federal Law): You have entered into a transaction on \_\_\_\_\_, 20\_\_\_\_\_, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying WESTERN EXTERMINATOR COMPANY AT \_\_\_\_\_ by mail or telegram sent not later than midnight of \_\_\_\_\_, 20\_\_\_\_\_. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: WITH YOUR "AUTHORIZATION" SIGNATURE ON THE REVERSE SIDE YOU ARE AGREEING TO THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. YOU ARE GIVING UP RIGHTS TO A COURT OR JURY TRIAL, TO DISCOVERY, AND TO APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, A COURT MAY COMPEL YOU TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**THANK YOU**

Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.

# Western Exterminator Company

A Rentokil Steritech Company

Your Local Pest Control Experts



Service Center # 1

3333 W TEMPLE ST  
LOS ANGELES CA 90026  
213-382-8151 310-274-9244

Date: October 19, 2016

CUSTOMER # 16-060490-6

NAME CITY OF HUNTINGTON PARK  
FREEDOM PARK  
ADDRESS 3801 E 61ST ST  
CITY HUNTINGTON PARK STATE CA  
ZIP 90255-3310 HOME PHONE 323-397-0892  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE STORE#  
CROSS STREET DISTREG  
P.O. NO. EXP DATE

**BILLING INFORMATION**  
(IF DIFFERENT FROM SERVICE)

ADDRESS  
CITY STATE  
ZIP PHONE  
BUSINESS OR DAYTIME PHONE (EXT)  
CELL PHONE

WORK ORDERED BY:

INITIAL TARGET PEST:  
ANTS, COCKROACHES, OTHER, RATS  
GENERAL AREA:  
BUSINESS TYPE: Schools

ESTIMATED BUILDING SQUARE FOOTAGE

I/WE HEREBY AUTHORIZE WESTERN EXTERMINATOR COMPANY TO PROCEED WITH THE FOLLOWING WORK:

ANTS, COCKROACHES, MICE, RATS, SPIDERS

THIS SERVICE INCLUDES ONLY THE INSECTS AND PESTS LISTED ABOVE. IF THIS AGREEMENT INCLUDES INTERIOR COVERAGE FOR MICE AND RATS, WESTERN WILL PROVIDE MICE AND RAT INTERIOR TRAPPING AT NO EXTRA CHARGE IF THE CUSTOMER COMPLETES THE RODENT EXCLUSION MEASURES THAT WESTERN RECOMMENDS. IF THE CUSTOMER FAILS TO COMPLETE THESE MEASURES, WESTERN RESERVES THE RIGHT TO PROVIDE MICE AND RAT TRAPPING FOR AN ADDITIONAL CHARGE. THIS AGREEMENT SPECIFICALLY EXCLUDES THE CONTROL OF TERMITES, FUNGI, OR WOOD DESTROYING ORGANISMS. CARPENTER ANTS AND PHAROAH ANTS MAY BE COVERED BUT ONLY IF LISTED ABOVE. FOR AN EXTRA CHARGE, SERVICE WILL INCLUDE TREATMENT FOR THE CONTROL OF BED BUG INFESTATIONS WITHIN THE ABOVE PROPERTY. SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW, AND AGREEMENT TO ARBITRATE ANY DISPUTES. WHILE THE INTENT OF THIS SERVICE IS TO PREVENT DAMAGE FROM PESTS, WESTERN EXTERMINATOR COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR INJURY TO ANY PROPERTY OR PERSON OCCURRING DURING THE PERIOD SUCH SERVICES ARE RENDERED.

Service Type	BLANKET NON-FD COMMERCIAL	Initial Charge	47.00	Periodic Charge	47.00	Warranty Months							
	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SERVICE	Monthly	1	1	1	1	1	1	1	1	1	1	1	1
BILLING	Monthly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Does any person living or working at this address have any known chemical sensitivities or allergies? PETS: NO	No	Customer Initial	Have you or anyone else living or working at this address made any pesticide application to the interior or exterior of the structure?	No	Customer Initial
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INITIAL SERVICE INSTRUCTIONS:

#Follow-Ups \_\_\_\_\_

SPECIAL INSTRUCTIONS:

CONFIDENTIAL INFORMATION:

DATE OF FIRST SERVICE TIME AM/PM SEE

HOW WILL YOU PAY?

FIRST SERVICED BY 137 RODRIGUEZ, WILLIAM ROUTE 137 RODRIGUEZ, WILLIAM

LICENSE NUMBER	FOR MATERIAL CODES, SEE BACK OF PAGE						
MAP NO. 675C6	Material Code						
LEAD EMPLOYEE NO.	Quantity						
SALESPERSON 7051 SOURCE X CODE	Area Serviced	In / Out					
	Percentage						
	Finished Amount						

THIS IS YOUR INVOICE PAYABLE UPON PRESENTATION. PLEASE READ BOTH SIDES BEFORE SIGNING. THANK YOU!		RECEIPT OF PESTICIDE NOTIFICATION	
CUSTOMER'S SIGNATURE	SALESPERSON'S SIGNATURE	Customer Unavailable. Left at location.	Customer Initial
X	X		
	WESTERN EXTERMINATOR COMPANY	LICENSE #	
		PLEASE READ TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.	

UNDER NORMAL CONDITIONS 7 TO 10 DAYS ARE OFTEN NEEDED FOR CONTROL OF PESTS  
PLEASE READ THE ATTACHED SHEET FOR ADDITIONAL SAFETY-RELATED INFORMATION.

**1-800-WEST-EXT**  
(1-800-937-8398)

The Final Word in Pest Control  
[www.WesternExterminator.com](http://www.WesternExterminator.com)

FORM 1001CA 2/07

OFFICE COPY

**FOR A LIST OF MATERIALS USED, PLEASE REFER TO THE FRONT OF THIS DOCUMENT**

UNLESS THE PRODUCT IS MARKED WITH AN \* EFFECTS OF OVER EXPOSURE ARE SIMILAR TO COMMON SEASONAL ILLNESSES COMPARABLE TO THE FLU.

****22	Maki Mini Block (Bromadiolone) 7173-202 oz.	204	ExoticER (Pyrethrins, Piperonyl Butoxide technical) 80456-41 oz.	800	Other
43	PT 565 Plus XLO (Pyrethrins, Piperonyl Butoxide technical/MGK 264) 499-290 oz.	****205	BorAcidn (Orthoboric acid) 73079-4 oz.	801	Other
****58	Ter-bor (Disodium Octaborate Tetrahydrate) 64405-8 oz.	206	Nyguard IGR Concentrate (Pyriproxyfen) 1021-1603 ml.	802	Other
83	Gentrol IGR Concentrate ((s)-Hydroprone) 2724-351 oz.	****208	FirstStrike Soft Bat (Difethalione) 7173-258 oz.	850	Inspection Only
****86	Liqua-Tox II (Sodium Salt of Diphacinone) 12465-61 oz.	211	Pignx Caulking Gel (Capsaicin) 64418-1 oz.	851	Rodent Follow-up
****75	Suspend SC (Deltamethrin) 432-763 oz.	****213	Ortigard Ant Gel Bat (Thiamethoxam) 100-1260 gr.	852	Cob Web Removal
****91	Confrac All Weather Blox (Bromadiolone) 12455-79 oz.	216	Terad3 Blox (Cholecalciferol) 12455-106 oz.	853	Sentricon® Monitoring # Stations
101	Niban G (Orthoboric Acid) 64405-2 oz.	225	Arion Insecticide (Indoxacarb) 352-776 oz.	854	HOPP Inspection
****103	Avitrol Whole Corn (4-Aminopyridine) 11649-7 oz.	****230	Recruit HD (Noviflumuron) 62719-608 oz.	855	Sentricon® WDO Inspection
****104	Premise 75 Insecticide (Imidacloprid) 432-1332 oz.	233	Maxforce Quantum Ant Bat (Imidacloprid) 432-1506 gr.	856	Rodent Proofing
109	Deltadust Insecticide (Deltamethrin) 432-772 oz.	237	Altriset (Chlorantraniliprole) 1021-1503 oz.	899	B&G Rodent Bait Station
113	Demand CS (Lambda-Cyhalothrin) 100-1000 oz.	238	Phantom Pressurized (Chlorfenapyr) 7069-285 oz.	900	Glue Board
****118	Maxforce FC Roach Bait Station-small (Fipronil) 432-1257 gr.	****241	Advance 375A Select G Ant Bat (Abamectin B1) 499-370 oz.	901	Mice Tray
120	CB 80 (Pyrethrins, Piperonyl butoxide) 279-3393 oz.	252	Intice Thiquid Ant Bat (Sodium Teraborate Dehydrate) 73079-7 oz.	902	Rat Tray
****137	Cy-Kick CS (Cyfluthrin) 499-304 oz.	253	EverGreen Pyrethrum Conc (Pyrethrums) 1021-2560 oz.	903	Western Rat Trap
****138	Advance Granular Carpenter Ant Bat (Abamectin B1) 499-370 oz.	****255	EverGreen Pyrethrum Dust (Pyrethrins) 1021-1871 oz.	904	Western Mice Trap
****140	Niban-FG Fine Granular Bait (Orthoboric Acid) 64405-2 oz.	256	Advion Cockroach Bait Arena (Indoxacarb) 100-1486 gr.	908	Tin Cat
144	Terminor SC Termiticide/Insecticide (Fipronil) 7969-210 oz.	****264	Suspend Polyzone (Deltamethrin) 432-1514 oz.	910	ILT Glue Board
149	Nibor-D (Disodium Octaborate Tetrahydrate) 64405-8 oz.	269	Terminor Dry (Fipronil) 498-546 gr.	911	ILT UV Light Bulb
****153	Tempo SC Ultra (B-Cyfluthrin) 432-1363 ml.	270	Terminor HE (Fipronil) 7969-329 oz.	915	InVite Fruit Fly Trap ea.
154	Terro PCO Liquid Ant Bait (Borax) 149-8 oz.	272	Omega Gopher Bait (Strychnine Alkaloid) 5042-32 oz.	917	InVade Bio Foam oz.
****157	Cy-Kick Crack & Crevice Pressurized Residual (Cyfluthrin) 499-470 oz.	****276	Onslaught Fast Cap (Esfenvalerate, Prallethrin, Piperonyl Butoxide) 1021-2374 oz.	921	T-Rex
****158	Leaf Life Sluggo Snail and Slug Bait (Iron Phosphate) 67702-3-24704 oz.	281	Bedlam Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2569 oz.	935	Pheromone Lure
****161	Tempo Ultra WP (B-Cyfluthrin) 432-1304 gr.	282	Cimexa (Amorphous Silica Gel) 73079-12 oz.	938	Earth Care Odor Remover Bag
162	Maxforce Granular Fly Bait (Imidacloprid, Z-9-Tricosene) 432-1375 oz.	286	Harmonix (Pyrethrins) 432-1526 oz.	953	Trap Rite RS
166	Phantom Termiticide-Insecticide (Chlorfenapyr) 241-392 oz.	288	Ground Squirrel Bait by Wilson Ag (Diphacinone) 36029-17 oz.	971	Probac Continuous Release Cartridge
****169	Premise Foam (Imidacloprid) 432-1391 oz.	292	End Zone (Acelaniliprid) 8033-114-279 oz.	972	Probac Quick Clean Foam
****170	Recruit IV (Noviflumuron) 62719-453 gr.	293	No Tox (No Actives) exempt oz.	973	Probac Quick Clean
****171	Recruit IV AG (Noviflumuron) 62719-454 gr.	294	ULD BP 100 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-514 oz.	976	DeTour for Rodents (White Pepper) exempt oz.
****172	Talpirod (Bromethalin) 12455-101 gr.	****295	Nyguard Plus Flea & Tick (Pyriproxyfen, d-Phenothrin, MGK-264) 1021-2560 oz.	983	Essentria G (Clove Oil, Thyme Oil) exempt oz.
****176	No Foam B (POE Nonylphenol) 1050775-50008 oz.	296	Steri-Fab (Isopropyl Alcohol, Phenothrin, DDAC, ADBAC) 397-13 oz.	990	Other
181	Premise 2 (Imidacloprid) 432-1331 ml.	****298	Rozel Blue Tracking Powder (Chlorophacinone) 7173-172 oz.	991	Other
182	EcoPCO AR X (2-phenethyl propionate Pyrethrins) 67425-15-655 oz.	299	ULD BP 300 Contact Insecticide II (Pyrethrins, Piperonyl Butoxide) 499-522 oz.	992	Probac Fast Flow
186	Maxforce Fly Spot Bait (Imidacloprid, Z-9-Tricosene) 432-1455 oz.	300	Magnetic Roach Bait (Boric Acid) 54452-2 oz.	993	Probac Micro Tab
****187	Talstar Pro (Bifenthrin) 279-3206 oz.	308	Alpine Pressurized Fly Bait (Dinotefuran) 499-568 oz.	994	Probac Micro Mini Tab
193	Advion Cockroach Gel Bait (Indoxacarb) 100-1484 gr.	309	Zyrox Fly Bait (Cyantanioprole) 100-1541 oz.	995	Eco Via EC (Thyme Oil, 2-Phenethyl Propionate) Ex
194	Maxforce FC Magnum Roach Gel (Fipronil) 432-1460 gr.	310	Wasp Freeze II (Prallethrin) 499-550 oz.		
****201	Advion Insect Granule (Indoxacarb) 100-1483 oz.	722	Esplanade EZ (Indoxifan, Diquat Dioxanide, Glyphosate Isopropylamine Salt) 432-1528 oz.		
		723	Snip8F (Chlorine Dioxide, n-Alkyl Dimethyl Benzyl Ammonium Chloride n-Alkyl Ethylene by Ammonium Chloride) 71702-2-82462 oz.		

**Confrac/Maki/Terad3 1 Block = 1 Oz.  
FirstStrike 1 Bag - .35 Oz or 1.4 Oz**

**PLEASE NOTE:**  
**Gentrol Point Source .12 ml./Station**      **Terro PCO .36 oz./Station**  
**Maxforce Roach, Small 1.5 gr./Station**      **Dekko Silverfish Pak .001 oz./Pak**  
**Advion Cockroach Arena 1.98 gr./Station**

\* Along with or in place of flu-like symptoms, a skin reaction may include stinging, burning, itching, and tingling, progressing to numbness. Rarely persists for more than 24 hours  
 \*\*Poisoning symptoms (Fenothoxin & Avitrol do not include all) are due to ingestion and can include nausea and vomiting, excitement, chills, chest tightness, difficult or painful breathing, coughing, dizziness, and tremors up to violent convulsions.  
 \*\*\*Advanced symptoms of overexposure (due to ingestion) can include tremors, disorientation, nose bleeding, bleeding gums and blood in the stool.  
 \*\*\*\*Inhalation can include irritation of the respiratory system, throat, coughing, shortness of breath, and/or on contact could include irritation to the skin and/or eyes.  
 \*\*\*\*\*If ingested - headache, confusion, personality change, tremors, convulsive seizures, respiratory distress

CHMAO-0120003CA

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 I hereby cancel this transaction. \_\_\_\_\_, 20\_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_

**ARBITRATION OF DISPUTES**

**ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.**

**NOTICE: WITH YOUR "AUTHORIZATION" SIGNATURE ON THE REVERSE SIDE YOU ARE AGREEING TO THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. YOU ARE GIVING UP RIGHTS TO A COURT OR JURY TRIAL, TO DISCOVERY, AND TO APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, A COURT MAY COMPEL YOU TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**THANK YOU**

**Thank you for choosing Western Exterminator Company. Your patronage is very much appreciated and your complete satisfaction is guaranteed. If you have any questions concerning this agreement, or, if we can be of any additional service, we urge you to call us at 1-800-WEST-EXT or 1-800-937-8398.**



## **CONTRACTOR SERVICES AGREEMENT**

Western Exterminator Company

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into this **2nd day of May, 2017** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Western Exterminator Company** (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

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

### I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the **“Scope of Services”**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.” Mario Lopez shall be CONTRACTOR’s project administrator and shall have direct responsibility for management of CONTRACTOR’S performance under this Agreement. No change shall be made in CONTRACTOR’S project administrator without CITY’S prior written consent

- 1.2 TERM: This Agreement shall commence on **May 2, 2017 and shall expire on May 1, 2017**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for any reason.
- 1.3 COMPENSATION: CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$5,598.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services,

CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.2 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
  - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be

maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

2.3 ASSIGNMENT: CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

2.4 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information.

Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing

2.5 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.6 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual

orientation, national origin, ancestry, age, physical or mental disability or medical condition.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOROR 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 CONTRACTORORual liability.
  - B. Automobile Liability Insurance: CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR 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: The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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

CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

V.  
TERMINATION

5.1 TERMINATION: CITY shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to CITY. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CITY data, documents, objects, materials or other tangible things shall be returned to CITY upon the termination or expiration of this Agreement.

If CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be paid based on the Work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement

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

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

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

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.2 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Western Exterminator Company  
3333 W. Tempe St  
Los Angeles, CA 90026  
Attn: Sean Candelaria  
Phone (213) 382-8151 ext. 65143

**CITY:**

City of Huntington Park  
Public Works Dept.  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Daniel Hernandez  
Phone: (323) 584-6320

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.

- 6.3 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.4 **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.
- 6.5 **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.

- 6.6 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.11, above.

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:**

**WESTERN EXTERMINATOR COMPANY:**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney



# CITY OF HUNTINGTON PARK

Public Works  
City Council Agenda Report

May 2, 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 MODIFYING SECTIONS OF CITY OF HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 4 "PUBLIC SAFETY," CHAPTER 6 "PARKING," SECTIONS 4-6.01, 4-6.04, 4-6.05, 4-6.06, 4-6.08 AND 4-6.14 RELATED TO PARKING PAY STATIONS**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Waive first reading and introduce Ordinance No. 2017-957, Amending Ordinance Nos. 633-NS, 644-NS and 868-NS, modifying City of Huntington Park's Municipal Code, Title 4 "Public Safety," Chapter 6 "Parking," Sections 4-6.01, 4-6.04, 4-6.05, 4-6.06, 4-6.08, and 4-6.014 related to parking pay stations; and
2. Schedule the second reading and adoption of said Ordinance for the May 16, 2017 City Council meeting.

**BACKGROUND**

On March 21, 2017, City Council approved the execution of contract with T2 for installation of 28 Parking Pay Stations on Pacific Blvd. The current code does not reflect the new technology, parking logistics, and proposed implementation, hence this recommended update.

**ORDINANCE MODIFYING SECTIONS OF CITY OF HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 4 "PUBLIC SAFETY," CHAPTER 6 "PARKING," SECTIONS 4-6.01, 4-6.04, 4-6.05, 4-6.06, 4-6.08 AND 4-6.14 RELATED TO PARKING PAY STATIONS**

May 2, 2017

Page 2 of 2

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommendation is to update the follow articles of the municipal code to be consistent with the parking pay stations which have replaced traditional parking meters.

<b>Article</b>	<b>Ordinance</b>
4-6.01 Definitions	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)
4-6.04 Parking meters - Authorized	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)
4-6.05 Parking meters - Installation	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)
4-6.06 Parking meters - Rates	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 1, Ord. 646-NS, eff. Nov. 15, 2000, and § 1, Ord. 868-NS, eff. Sept. 15, 2011)
4-6.08 Parking meters - Operation	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)
4-6.14 Citation	(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 2 (5), Ord. 644-NS, eff. Oct. 5, 2000)

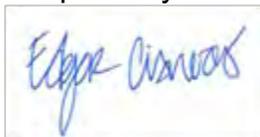
**FISCAL IMPACT/FINANCING**

No fiscal impact.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

**ATTACHMENT(S)**

- A. Redlined Municipal Code
- B. Ordinance No. 2017-957, Amending Ordinance Nos. 633-NS, 644-NS and 868-NS, modifying City of Huntington Park's Municipal Code, Title 4 "Public Safety," Chapter 6 "Parking," Sections 4-6.01 through 4-6.14 related to parking pay stations.

## Chapter 6 PARKING

### Note

\* Chapter 6 entitled "Parking," consisting of Articles 1 and 2, Sections 4-6.101—4-6.214, as added by Ordinances 1015 and 1148, as amended by Ordinances 42, 115, 140, 148, 212, 322, 447, 490, 527, 529, 1024, 1386, 1387, 1435 and 1470; repealed and replaced in its entirety by Ordinance 633-NS, eff. December 15, 1999.

### 4-6.01 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Operator" shall mean and include every individual or person who shall operate a vehicle as the owner or as agent, employee, or permittee of the owner.

(b) "Person" shall mean and include an individual, firm, corporation, or copartnership.

(c) "Street" shall mean any public street, avenue, road, boulevard, highway, or other public place located in the City and established for the use of vehicles.

(d) "Vehicle" shall mean any device in, upon, or by which any person or property is, or may be, transported upon a highway, except a device which is operated upon rails or tracks.

(e) Parking Meter. "Parking meter" shall mean any mechanical or electronic single or multi-space device, system, or meter that registers payment for a parking space and is erected for the regulation of parking.

(f) Payment. "Payment" shall mean any lawful coin, bill, or combination of coins and bills of the United States of America, credit cards, debit cards, or any other payment method authorized by the City.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

### 4-6.02 Off-Street Parking System—Created—Purposes.

It is hereby determined and declared to be necessary for the public benefit and the welfare of the City to operate certain off-street parking lots now owned by the City and from time to time, as the need may arise, to purchase and construct additional parking lots and facilities to provide for the needs of the inhabitants of the City. Therefore, there is hereby created the Huntington Park Off-Street Parking System which shall include all off-street parking meters, parking lots, garages, buildings, and all facilities, equipment, and accessories used or useful in connection therewith, as well as all additional off-street parking meters, parking lots, garages, buildings, and other facilities and equipment acquired for public use for parking purposes and for the use of which facilities rates and charges shall be made as provided in this chapter or as established resolution from time to time.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

### 4-6.03 Central Traffic District "A"—Created—Designated as parking meter zones.

Central Traffic District "A" shall be such traffic district as is prescribed by ordinance of the Council pursuant to the provisions of this chapter. All streets included within such portions of the City as are now or may hereafter be specified by ordinance of the Council as being in Central Traffic District "A" are hereby declared to be parking meter zones. In the event parking meters are established along the curb adjacent to any parking spaces in such zones, as provided in this chapter, the provisions of this chapter shall govern parking in such parking spaces; provided, however, in the event no parking meters are installed in any

parking space within Central Traffic District “A,” the maximum time for parking in any space shall be established from time to time by ordinance or resolution.

The following streets, or portions thereof, shall comprise the area of Central Traffic District “A”:

(a) The east and west sides of Pacific Boulevard from the southerly line of Slauson Avenue to the northerly line of Florence Avenue;

(b) The northerly side of Florence Avenue from the west side of Pacific Boulevard westerly to Malabar Street and the northerly side of Florence Avenue from the east side of Pacific Boulevard easterly to Mountain View Avenue;

(c) The east and west sides of Seville Avenue a distance of fifty-eight (58) feet from the north side of Florence Avenue;

(d) The east and west sides of Seville Avenue from the north side of Zoe Avenue northerly for a distance of 160 feet and the west side of Seville Avenue from the south side of Zoe Avenue southerly for a distance of 200 feet. The east and west sides of Seville Avenue from Saturn Avenue, northerly and southerly for a distance of 140 feet;

(e) The west and east sides of Rugby Avenue from the north side of Gage Avenue to a point 150 feet north thereof and the east side of Rugby Avenue from the south side of Gage Avenue to a point 150 feet south thereof;

(f) The south side of Slauson Avenue from the east side of Rugby Avenue easterly to Seville Avenue;

(g) The north and south sides of Randolph Street from the west side of Pacific Boulevard to a point midway between Pacific Boulevard and Rugby Avenue;

(h) The north and south sides of Randolph Street from the east side of Pacific Boulevard to a point midway between Pacific Boulevard and Rita Avenue;

(i) The north and south sides of Clarendon Avenue from the west sides of Pacific Boulevard westerly to Rugby Avenue and the east side of Pacific Boulevard easterly to Rita Avenue;

(j) The north and south sides of Gage Avenue from the west side of Pacific Boulevard westerly to Malabar Street and from the east side of Pacific Boulevard easterly to Miles Avenue;

(k) The north and south sides of Zoe Avenue from the west side of Pacific Boulevard to the alley west of Rugby Avenue and from the east side of Pacific Boulevard easterly to Seville Avenue;

(l) The north and south sides of Saturn Avenue from the west side of Pacific Boulevard westerly to Malabar Street and from the east side of Pacific Boulevard easterly to Seville Avenue;

(m) The east and west sides of Rugby Avenue from the south side of Saturn Avenue southerly to a point seventy-five (75) feet distant therefrom and from the north side of Saturn Avenue northerly to a point seventy-five (75) feet distance therefrom;

(n) The west and east sides of Rugby Avenue from the south side of Zoe Avenue to a point seventy-five (75) feet south thereof and the east side of Rugby Avenue from the north side of Zoe Avenue to a point eighty (80) feet north thereof;

(o) The west and east sides of Rugby Avenue from the north side of Florence Avenue to a point 140 feet north thereof;

(p) The north and south sides of Belgrave Avenue from the west side of Pacific Boulevard westerly to Rugby Avenue;

(q) The west and east sides of Rita Avenue from the south side of Zoe Avenue to a point 100 feet south thereof and the west side of Rita Avenue from the north side of Zoe Avenue to a point 100 feet north thereof;

(r) The west side of Rita Avenue from the south side of Saturn Avenue to a point 100 feet south thereof, and the west side of Rita Avenue from the north side of Saturn Avenue to a point 100 feet north thereof;

(s) The east side of Miles Avenue from the north side of the Civic Center, Court House driveway northerly to the south side of the Public Library driveway; and

(t) Public facilities zone, surrounding the Huntington Park Civic Center.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 1 Ord. 736-NS, eff. August 27, 2004)

#### **4-6.04 Parking meters—Authorized.**

Parking meters may be installed in all or any part of the Off-Street Parking System or parking meter zones as may from time to time be designated by motion or resolution of the Council. ~~Each parking meter shall display a signal showing legal parking upon the deposit therein of one or more twenty five (25) cent coins. Such meters shall be so arranged that, upon the expiration of the parking times, they will indicate by mechanical operation, and the showing of a proper signal that the lawful parking period has expired.~~ Each parking meter ~~shall~~ may have designated thereon the number and denomination of coins to be deposited and the hours of each day during which the parking meter is operative.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.05 Parking meters—Installation.**

Parking meters ~~, in the parking meter zones, shall~~ may be placed upon the curb adjacent to or in the vicinity of ~~beside and next to~~ parking spaces. Such parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.06 Parking meters—Rates.**

Upon ~~the deposit of the required coins~~ payment, each parking meter ~~, by its device,~~ shall provide parking time at the rate ~~of twenty five (25) cents~~ one (1) dollar for each ~~fifteen (15) minutes~~ hour of time or the equivalent thereof.

(a) Parking rates for parking a vehicle in a designated parking space shall be established and adjusted from time to time to manage the use and occupancy of parking spaces for the public benefit in all parking areas, based on the following process:

(1) A target occupancy rate of eighty-five percent is established in order to manage the supply of parking and make it reasonably available when and where needed; and

(2) The City may survey the average occupancy for each parking zone or area in the City that has parking management. Based on the survey results, the City may adjust the parking rates to seek to achieve the target occupancy rate. The base parking meter rate, and any adjustments to that rate made pursuant to this Chapter, may become effective upon the programming of the parking management system for that rate.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 1, Ord. 646-NS, eff. Nov. 15, 2000, and § 1, Ord. 868-NS, eff. Sept. 15, 2011)

#### **4-6.07 Parking meters—Provisions subject to change by Council.**

The Council, from time to time by resolution, may provide for the installation, alteration, or removal of parking meters and the type of meters to be installed, change the amount of the parking period, or otherwise change or modify any provision of this chapter; provided, however, the establishment of parking meter zones or the fixing of the rate of fees for such zones shall be by ordinance as required by the provisions of Section 22508 of the Vehicle Code of the State.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.08 Parking meters—Operation.**

Whenever any vehicle is parked in any space upon any public ~~street, off-street~~ parking lot, or facility or in any space in a parking meter zone ~~beside or adjacent to which is located a parking meter~~ parking managed area, the owner or operator of such vehicle, upon entering such parking space, shall immediately ~~deposit in such meter one or more coins as designated on the meter~~ pay for parking, and such parking space may then be used by the vehicle during the parking limit provided for the ~~payment~~ coin(s) deposited.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.09 Parking meters—Fifteen-minute limit.**

In the parking meter zones, on any curb adjacent to any parking space which may be painted green, as provided in subsection (d) of Section 4-7.1404 of Article 14 of Chapter 7 of this title, or by resolution, parking meters may be limited to the deposit of one or more twenty-five (25) cent coins so that the maximum parking time adjacent to the curbing painted green may be limited to fifteen (15) minutes, and the parking meters may be adjusted or installed accordingly.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 2, Ord. 646-NS, eff. Nov. 15, 2000, and § 2, Ord. 868-NS, eff. Sept. 15, 2011)

#### **4-6.10 Parking meters—Deposit of substitutes for lawful coins.**

It is unlawful to deposit, or cause to be deposited, in any parking meter any slug or device or any metallic or other substitute for lawful money of the United States.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.11 Parking meters—Tampering.**

It is unlawful for any person to deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking meter.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.12 Unlawful parking.**

It is unlawful for any person, as owner, operator, or driver, to cause or permit any vehicle to be parked as follows:

(a) Overtime or beyond the lawful period of time provided in this chapter or in any applicable resolution, or to remain parked in any parking space unless a signal showing legal parking is displayed by the applicable adjacent parking meter; or

(b) In a manner other than as indicated or required by visible markings on the pavement, or which will cause such vehicle to straddle any such markings, or cause such vehicle to occupy more than one parking stall; or

(c) In a manner which will cause such vehicle to project beyond or outside the parking stall as indicated by the pavement or other markings;

(d) Contrary to any rule or regulation provided by resolution; or

(e) In a parking space designated for the exclusive use of physically handicapped persons, unless the vehicle of the persons so parking displays either one of the distinguishing license plates issued to disabled persons pursuant to Section 22511.5 of the Vehicle Code of the State or to disabled veterans, as specified in Section 9105 of said Vehicle Code. The automobile of any person parking in violation of this subsection shall be subject to being towed to the nearest public garage if a sign is posted, in accordance with the provisions of said Vehicle Code, at such parking space giving notice that the vehicle is subject to being towed away at the owner's expense.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.13 Time limits.**

When authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle upon any off-street parking space located in the Civic Center Complex, being the parking areas behind the City Hall, County Courts Building, Police Building, Health Building, and Library, for a period of time longer than two (2) hours between the hours of 8:00 a.m. and 6:00 p.m. of any day, Saturdays and Sundays excepted; provided, however, the Council by resolution, may establish parking restrictions in spaces upon which parking meters are installed or in which permit or term parking is allowed in the Civic Center Complex parking area, and in the event the Council establishes such regulations by resolution, then those regulations shall control, and the two (2) hour parking restrictions set forth in this section shall not apply to vehicles for which a parking permit has been duly issued by the Director of Finance or in a space controlled by a parking meter

when the fee for such parking has been deposited in the meter.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.14 Citations.**

(a) Issuance. When any vehicle is overparked or is parked in violation of the provisions of this chapter or any applicable law or resolution, it shall be the duty of City employees designated to enforce parking violations, to take the following information:

~~—(a) Issuance. When any vehicle is overparked or is parked in violation of the provisions of this chapter or any applicable law or resolution, it shall be the duty of each police officer to take the following information:~~

- (1) The State vehicle license number of such vehicle;
- (2) The number of the meter, if there is one, at which such vehicle is overparked;

- (3) The time, date, and place of such overparking or violation;
- (4) The make of the vehicle; and
- (5) The last four (4) digits of the vehicle identification number.

Such officer shall issue, in writing, a citation for unlawful parking in the same form and subject to the same procedure provided by the laws of the City and State for traffic violations within the City.

(b) Issuance for continued violations. In the event such overparking shall continue at such metered or unmetered parking space after the issuance of the citation, an additional citation for unlawful overparking in the form of the first citation shall be issued for each two (2) hours elapsing after the time of the issuance of the previous citation.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, as amended by § 2 (5), Ord. 644-NS, eff. Oct. 5, 2000)

#### **4-6.15 Nonliability of City for theft and damages.**

The City, in providing the Off-Street Parking System for the use and convenience of the motoring public, shall assume no liability greater, or in any way different, than if the vehicle were parked on a public street. By using the off-street parking facilities provided for in this chapter, the owner or driver of any vehicle parked therein shall be deemed by such use to have waived any claim, and to have impliedly agreed to hold the City harmless on account of any claim, for theft or damages suffered by such vehicle while in or upon such parking lots.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.16 Effect of provisions on other laws.**

The provisions of this chapter shall be deemed to be in addition and supplementary to, and not in conflict with, nor a repeal of, prior or existing laws of the City and shall be additional provisions for the regulation of traffic and parking in the City.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999)

#### **4-6.17 Violation Enforcement.**

A. Penalties. The penalties for violations of the provisions of this title, as well as provisions of the California Vehicle Code, regulating or restricting the parking, standing or stopping of vehicles shall be established by resolution of the City Council. Such penalties shall be established pursuant to California Vehicle Code Section 40203.5.

B. Failure to Pay. Failure to pay the applicable penalty as established by the City Council Resolution, or failure to request a review of the issuance of a notice of parking violation contesting the violation within the time limits set forth in the California Vehicle Code will result in notification of the Department of Motor Vehicles. Penalties for late payment of violations shall be as follows: Payment made after initial twenty-one (21) day payment period, but less than sixty (60) days after citation penalty of Thirty and no/100ths (\$30.00) Dollars; payment made between sixty (60) and eighty-nine (89) days after citation penalty of Sixty and no/100ths (\$60.00) Dollars; payments received ninety (90) days or more after date of citation penalty of Ninety and no/100ths (\$90.00) Dollars.

(§ 2, Ord. 633-NS, eff. Dec. 15, 1999, amended by § 1, Ord. 809-NS, eff. September 20, 2007)



1 **4-6.05 Parking meters—Installation.**

2 Parking meters may be placed upon the curb adjacent to or in the vicinity of parking spaces.  
3 Such parking spaces shall be of sufficient size to accommodate an automobile and shall  
4 indicate parallel or diagonal parking by painted lines on the pavement.

5 **4-6.06 Parking meters—Rates.**

6 Upon payment, each parking meter shall provide parking time at the rate one (1) dollar for  
7 each hour of time or the equivalent thereof.

8 (a) Parking rates for parking a vehicle in a designated parking space shall be established  
9 and adjusted from time to time to manage the use and occupancy of parking spaces for the  
10 public benefit in all parking areas, based on the following process:

11 (1) A target occupancy rate of eighty-five percent is established in order to manage the  
12 supply of parking and make it reasonably available when and where needed; and

13 (2) The City may survey the average occupancy for each parking zone or area in the City  
14 that has parking management. Based on the survey results, the City may adjust the parking  
15 rates to seek to achieve the target occupancy rate. The base parking meter rate, and any  
16 adjustments to that rate made pursuant to this Chapter, may become effective upon the  
17 programming of the parking management system for that rate.

18 **4-6.08 Parking meters—Operation.**

19 Whenever any vehicle is parked in any space upon any public street, parking lot, or facility  
20 or in any space in a parking meter zone or parking managed area, the owner or operator of such  
21 vehicle, upon entering such parking space, shall immediately pay for parking, and such parking  
22 space may then be used by the vehicle during the parking limit provided for the payment  
23 deposited.

24 **4-6.14 Citations.**

25 (a) Issuance. When any vehicle is overparked or is parked in violation of the provisions  
26 of this chapter or any applicable law or resolution, it shall be the duty of City employees  
27 designated to enforce parking violations, to take the following information:

28 (1) The State vehicle license number of such vehicle;

(2) The number of the meter, if there is one, at which such vehicle is overparked;

(3) The time, date, and place of such overparking or violation;

(4) The make of the vehicle; and

(5) The last four (4) digits of the vehicle identification number.

Such officer shall issue, in writing, a citation for unlawful parking in the same form and  
subject to the same procedure provided by the laws of the City and State for traffic violations  
within the City.

(b) Issuance for continued violations. In the event such overparking shall continue at such  
metered or unmetered parking space after the issuance of the citation, an additional citation for  
unlawful overparking in the form of the first citation shall be issued for each two (2) hours  
elapsing after the time of the issuance of the previous citation.

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**SECTION 2:**This Ordinance shall take effect 30 days after adoption.

**SECTION 3:** The City Clerk shall certify to the passage of this ordinance and shall cause it to be published according to legal requirements.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2017.

\_\_\_\_\_  
Marilyn Sanabria, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 2, 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 RESOLUTION ADOPTING THE ORANGELINE DEVELOPMENT AUTHORITY, DBA ECO-RAPID TRANSIT FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (JPA)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution No. 2017-11, adopting the Orangeline Development Authority, dba Eco-Rapid Transit Fifth Amended Joint Exercise of Powers Agreement (JPA); and
2. Authorize Mayor or designee to execute the Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Eco-Rapid Transit's goal is to pursue development of a transit system that moves as rapidly as possible, seeks appropriate grade separations, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region using safe, advanced transit technology to maximize ridership and expand economic growth that will benefit Southern California. The City of Huntington Park is currently a member of Eco-Rapid Transit.

### **FISCAL IMPACT/FINANCING**

No Fiscal Impact

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

At the meeting of Eco-Rapid Transit's Board of Directors on January 13, 2016, the Board of Directors approved the Agreement, the fifth amendment to the joint exercise of powers agreement.

**APPROVE RESOLUTION ADOPTING THE ORANGELINE DEVELOPMENT AUTHORITY, DBA ECO-RAPID TRANSIT FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (JPA)**

May 2, 2017

Page 2 of 2

Eco-Rapid Transit Board of Directors approved four amendments to the JEPA.

- This amendment adds authority for the city members to appoint Alternates who are either city employees or residents, and would no longer be limited to other elected officials. This provides the same flexibility for the city members as the County and Airport members already have (as well as potential City of Los Angeles members).
- This Amended and Restated JEPA incorporates all previous amendments, so even if a Board member did not previously receive the 4th Amended JEPA approved by the city council, this can be taken to their respective city councils instead.
- The proposed amendment also names the City of Bell as a City for establishing the limitations on powers, as it is a general law city. Bell is now a charter city, so the correct member is Bell Gardens, which is a general law city.
- The proposed amendment eliminates references to Eco-Rapid Transit being a transit “operator” and links the Statement of Purpose to transit improvements.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Community Development Director

**ATTACHMENT(S)**

- A. Resolution No. 2017-11, adopting the Fifth Amended Joint Exercise of Powers Agreement (JPA)
- B. Exhibit “A” to Resolution - Fifth Amended Joint Exercise of Powers Agreement (JPA)



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**PASSED, APPROVED and ADOPTED** this 2<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Marilyn Sanabria, Mayor

**ATTEST:**

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**ORANGELINE DEVELOPMENT AUTHORITY**

**FIFTH AMENDED**

**JOINT EXERCISE OF POWERS AGREEMENT**

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**ORANGELINE DEVELOPMENT AUTHORITY  
FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

THIS FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”), is made and entered into by and between those public entities (collectively “Members”) whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the \_\_\_\_ day of \_\_\_\_\_, 2014

**W I T N E S S E T H**

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, and construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1<sup>st</sup> to and including the following June 30<sup>th</sup> or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” or “Eco-Rapid Transit” means development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth and maximize ridership throughout Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the

Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

## ARTICLE II GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the “Orangeline Development Authority.”

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient.

## ARTICLE III POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

(a) pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and

(b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and

(c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and

(d) make and enter into any other contracts; and

- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain, or dispose of (subject to the limitations herein) any buildings, works or improvements, as needed to achieve the purposes of the Authority; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale, as needed to achieve the purposes of the Authority; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

### Section 3.2 Specific Powers.

#### (a) Financial.

- (1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any

kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

(b) Condemnation. The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.

(c) Parkland Maintenance. The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.

(d) Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell Gardens, a general law city.

(e) Compliance with CEQA and NEPA. The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered

after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon by this Agreement or voluntarily incurred by the Party pursuant to Paragraph 3.7(a)(7) of this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

## ARTICLE IV

### ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole

discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

## Section 4.2 Board

### (a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors shall be current members of the governing body of their appointing Member with the exception of the Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. The Alternate Directors from the remaining City Members shall be employed by or reside in the City by whom they were appointed. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original

appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director; which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

\_\_\_\_\_  
By: Marilyn Sanabria, Mayor (date)

ATTEST:

\_\_\_\_\_  
By: Donna G. Schwartz, CMC, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
By: City of Huntington Park City Attorney

## EXHIBIT A

Burbank-Glendale-Pasadena  
Airport Authority  
City of Anaheim  
City of Artesia  
City of Bell  
City of Bell Gardens  
City of Bellflower  
City of Buena Park  
City of Burbank  
City of Cerritos  
City of Commerce  
City of Compton  
City of Cudahy  
City of Cypress  
City of Downey  
City of Fullerton  
City of Garden Grove  
City of Glendale  
City of Hawaiian Gardens  
City of Huntington Beach  
City of Huntington Park  
City of Irvine  
City of La Habra  
City of La Mirada  
City of La Palma  
City of Lakewood

City of Lancaster  
City of Long Beach  
City of Los Alamitos  
City of Los Angeles  
City of Lynwood  
City of Montebello  
City of Maywood  
City of Norwalk  
City of Orange  
City of Palmdale  
City of Paramount  
City of Pasadena  
City of Pico Rivera  
City of San Fernando  
City of Santa Ana  
City of Santa Clarita  
City of Santa Fe Springs  
City of Seal Beach  
City of South Gate  
City of Stanton  
City of Tustin  
City of Vernon  
City of Westminster  
City of Whittier  
County of Los Angeles  
County of Orange



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 2, 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 APPROVING FINAL PARCEL MAP NO. 74448 FOR PROPERTY LOCATED AT 1900 SLAUSON AVENUE (ALTAMED HEALTH SERVICES)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 6, 2015, the Huntington Park City Council approved a request for a Zoning Ordinance Amendment, Conditional Use Permit, and a Parcel Merger to operate a medical facility and expand an existing building at 1900 Slauson Avenue. At this time, the project Applicant, Camfield Partners, is requesting City Council approval of Final Parcel Map No. 74448 to consolidate five parcels into one parcel. The subject site is home to the newly constructed AltaMed medical facility.

### **FISCAL IMPACT/FINANCING**

The Applicant has paid all applicable application and notification fees. Approval of the proposed resolution will not have an impact on the City's general fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council.

**RESOLUTION APPROVING FINAL PARCEL MAP NO. 74448 FOR PROPERTY LOCATED AT 1900 SLAUSON AVENUE (ALTAMED HEALTH SERVICES)**

May 2, 2017

Page 2 of 2

The minimum lot area in the Industrial/Manufacturing Planned Development (MPD) Zone is 5,000 square feet. The Final Parcel Map for 1900 Slauson Avenue consolidates five parcels into one parcel totaling approximately 130,599 square feet. As proposed, the Final Parcel Map complies with the City's Zoning Code and is consistent with the General Plan. In addition, the City's Engineering Division has reviewed the Final Parcel Map for consistency with the Subdivision Map Act. The Applicant therefore requests City Council approval of the Final Parcel Map so that it may be transmitted to the Los Angeles County Recorder.

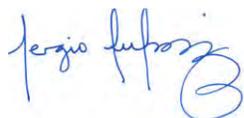
**CONCLUSION**

Community Development Department Staff recommends that the City Council adopt the proposed resolution approving Final Parcel Map No. 74448 for the consolidation of parcels located at 1900 Slauson Avenue.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Community Development Director

**ATTACHMENT(S)**

- A. Resolution No. 2017-08, approving Final Parcel Map No. 74448 for the consolidation of five (5) parcels into one (1) at the southeast corner of Slauson Avenue and Alameda Street.
- B. Final Parcel Map No. 74448



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**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2017.

\_\_\_\_\_  
Marilyn Sanabria, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

# PARCEL MAP NO. 74448

## IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA FOR PARCEL MERGER PURPOSES

LOTS 12 THROUGH 27, INCLUSIVE, A PORTION OF LOT 28; ALL IN BLOCK "C" OF THE NADEAU VINEYARD TRACT NO. 1, AS PER MAP RECORDED IN BOOK 28, PAGE 81 OF MISCELLANEOUS RECORDS; TOGETHER WITH BLOCK 24, A LOT MARKED "RESERVED FOR WAREHOUSE", A PORTION OF A RAILROAD RIGHT OF WAY, AND THAT PORTION OF LAND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF BLOCK 24 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF RAILROAD RIGHT OF WAY, AND TOGETHER WITH THOSE PORTIONS OF THE ALLEY AS VACATED BY RESOLUTION NO. 70-70, OF THE CITY OF HUNTINGTON PARK, A CERTIFIED COPY OF WHICH WAS RECORDED ON SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS, ALL AS SHOWN ON SAID NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

ALTAMED HEALTH SERVICES CORPORATION, A CALIFORNIA NON-PROFIT CORPORATION,  
OWNER

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS MASTER TRUSTEE UNDER THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF OCTOBER 1, 2015, BENEFICIARY UNDER A CERTAIN DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED SEPTEMBER 28, 2015, AND RECORDED OCTOBER 2, 2015 AS INSTRUMENT NO. 20151223407, OF OFFICIAL RECORDS

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: NAME: \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY  
MY COMMISSION NO. \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: NAME: \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY  
MY COMMISSION NO. \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

### SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

CITY OF HUNTINGTON PARK, HOLDER OF AN EASEMENT FOR POLES, CONDUITS, AND OTHER APPURTENANT STRUCTURES RECORDED SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OFFICIAL RECORDS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: \_\_\_\_\_ DEPUTY DATE: \_\_\_\_\_

### SURVEYOR'S CERTIFICATE:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALTAMED HEALTH SERVICES CORPORATION IN JULY 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

DATE \_\_\_\_\_ MARITES A. DIZON  
P.L.S. NO. 9246



### CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF HUNTINGTON PARK HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66450(a)(1), (3) AND (4) HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE \_\_\_\_\_ DAVID D. RAGLAND  
LS 5173 ON BEHALF OF  
THE CITY ENGINEER  
CITY OF HUNTINGTON PARK

### SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF HUNTINGTON PARK, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE \_\_\_\_\_ CITY TREASURER  
CITY OF HUNTINGTON PARK

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 74448 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: \_\_\_\_\_ DEPUTY DATE: \_\_\_\_\_

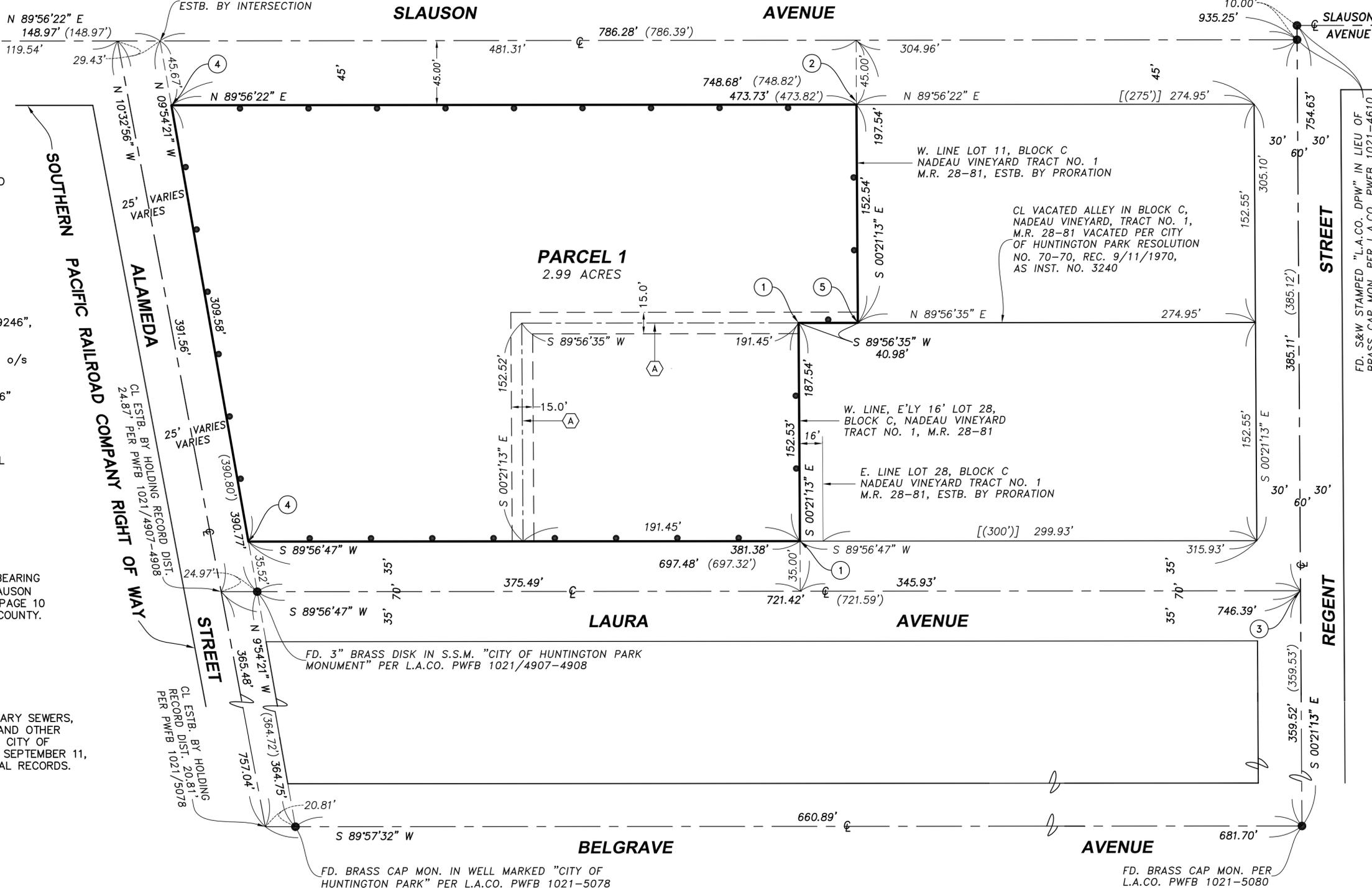
# PARCEL MAP NO. 74448

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
FOR PARCEL MERGER PURPOSES



FD. 3" BRASS DISK IN S.S.M. STAMPED "CITY OF HUNTINGTON PARK MONUMENT" PER L.A.CO. PWFB 1021-4943-4944

NOTHING FOUND ESTB. BY INTERSECTION



**LEGEND:**

- INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP
- FOUND MONUMENT AS NOTED
- ( ) RECORD DATA PER R/S 47-10
- [ ] RECORD DATA PER MR 28-18

**MONUMENT NOTES:**

- ① SET 2" I.P. WITH CONC. PLUG AND TAG "PLS 9246", FLUSH
- ② SET L&T TAGGED "PLS 9246" IN CONCRETE, 2' o/s ON PL PROD.
- ③ NOTHING FOUND, SET S&W STAMPED "PLS 9246" ESTB. PER L.A.CO. PWFB 1021/4612
- ④ SET L&T TAGGED "PLS 9246" IN CONCRETE
- ⑤ SET L&T TAGGED "PLS 9246" ON TOP OF WALL

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89° 56' 22" EAST OF THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON MAP RECORDED IN BOOK 47 PAGE 10 OF RECORD OF SURVEY, RECORDS OF LOS ANGELES COUNTY.

**EASEMENT NOTES:**

- (A) CENTERLINE OF 15' WIDE EASEMENT FOR SANITARY SEWERS, STORM DRAINS, PIPELINES, POLES, CONDUITS, AND OTHER APPURTENANT STRUCTURES PURPOSES OF THE CITY OF HUNTINGTON PARK, PER DOCUMENT RECORDED SEPTEMBER 11, 1970 AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS.

FD. S&W STAMPED "L.A.CO. DPW" IN LIEU OF BRASS CAP MON. PER L.A.CO. PWFB 1021-4610

FD. BRASS CAP MON. PER L.A.CO. PWFB 1021-5080



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 2, 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:

## **CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2017-2018 Annual Action Plan;
4. Authorize City Manager to prorate allocations to projects and programs with any increase or decrease to estimated FY 2017-2018 CDBG and HOME entitlement allocations; and
5. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD) once HUD releases the final CDBG and HOME allocations.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Tonight's public hearing is the second public hearing to discuss the Fiscal Year 2017-2018 Annual Action Plan. The first public hearing was held on February 21, 2017 to solicit the City's housing and community development needs. Subsequently, on April 4, 2017, a council meeting was held to accept the Draft FY 2017-2018 Annual Action Plan. Furthermore, a public hearing notice was published on March 30, 2017 to begin a thirty-day public review for the proposed Plan.

# **CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN**

May 2, 2017

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The purpose of tonight's public hearing is to further elicit public comment and afterwards act on the staff recommendation to adopt and authorize submittal to HUD of the Fiscal Year 2017-2018 Annual Action Plan. It should be noted, however, that HUD has directed all grantees to submit their Annual Action Plans only after receiving accurate FY 2017-2018 entitlement allocations. At this point, the U.S. Department of Housing and Urban Development has not enacted its appropriations, therefore the City of Huntington Park has not received its final allocation amounts for FY 2017-2018. The FY 2017-2018 Annual Action Plan was developed using the prior year CDBG and HOME allocation amounts. Should the final allocation differ from what is estimated in the Plan, staff will adjust all project and program budgets on a prorata basis. If the change is significant, staff will bring back to the City Council and ad hoc committee new budget allocation recommendations.

## **FISCAL IMPACT/FINANCING**

The City estimates that it will have available in Fiscal Year 2017-2018 \$3,294,683 in CDBG and HOME funds comprised accordingly:

The City will have available an estimated \$1,766,591 in CDBG funds that includes:

- a) Fiscal Year 2017-2018 entitlement allocation of \$1,247,328 (estimate);
- b) Estimated unbudgeted carryover (the unexpended balance of funds from prior years) of \$509,263; and
- c) Estimated program income to be received in the amount of \$10,000.

Additionally, the City will have available an estimated \$1,528,092 in HOME comprising:

- a) Fiscal Year 2017-2018 entitlement allocation of \$466,785 (estimate);
- b) Estimated unbudgeted carryover of \$1,051,307 from prior years; and
- c) Estimated program income to be received in the amount \$10,000.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Consolidated Plan provides a strategic framework for the City's housing and community development goals over the next five-year period and sets the vision for allocating federal resources to housing, homelessness, community development and special needs. The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan.

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN**

May 2, 2017

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**Proposed CDBG and HOME Activities.** Described below are the priorities, goals, activities, and funding allocations that have been established in the City's Five-Year Consolidated Plan and FY 2017-2018 Annual Action Plan. The proposed activities will further the purpose of the CDBG and HOME programs of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

<b>1. PRIORITY HOUSING NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Sustain and Strengthen Neighborhoods</b>	<b>Code Enforcement:</b> This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Community Development Department.	\$310,000 (CDBG)
<b>Preserve Existing and Create New Affordable Housing</b>	<b>Residential Rehabilitation:</b> This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. 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.	\$200,000 (HOME)
	<b>Acquisition / Rehabilitation / New Construction:</b> HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.	\$1,000,000 (HOME)
	<b>Minor Home Repair:</b> The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$7,500 to the homeowner for labor and materials and minor repairs to the property.	\$190,027 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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<b>2. PRIORITY HOMELESS NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Support Social Service Agencies that Assist Homeless Populations</b>	<b><u>Salvation Army Southeast Communities/Family Services Program:</u></b> This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.	\$15,000 (CDBG)
<b>3. PRIORITY SPECIAL NEEDS POPULATIONS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Support Social Service Agencies that Assist Special Needs Populations</b>	<b><u>Huntington Park Senior Program:</u></b> The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.	\$20,000 (CDBG)
<b>4. PRIORITY COMMUNITY FACILITIES</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Support Community Facilities</b>	<b><u>Salt Lake Park Community Center:</u></b> Improvements in public restrooms, painting, flooring, handicap accessibility, and plumbing.	\$60,000 (CDBG)
<b>5. PRIORITY INFRASTRUCTURE NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Street Improvements</b>	<b><u>Street Resurfacing in Residential Neighborhoods</u></b>	\$390,099 (CDBG)
<b>6. PRIORITY COMMUNITY SERVICES</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Provide Needed Community Services to Low/Mod Persons</b>	<b><u>Parks and Recreation After School Program:</u></b> This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. Program locations include Robert H. Keller Park, Salt Lake Park, Freedom Park, and will feature a Summer Swim Program at Linda Marquez High School, seven days a week during the months of July and August.	\$75,000 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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	<p><b><u>HP Library Homework Center:</u></b> The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.</p>	<p>\$10,000 (CDBG)</p>
	<p><b><u>Hire HP Youth Workforce and Civic Engagement Program:</u></b> The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.</p>	<p>\$30,000 (CDBG)</p>
<p><b>Sustain and Strengthen Neighborhoods</b></p>	<p><b><u>Community Beautification Program (Graffiti Removal):</u></b> This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.</p>	<p>\$12,000 (CDBG)</p>
	<p><b><u>Fair Housing Services:</u></b> The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.</p>	<p>\$10,000 (CDBG)</p>
<p><b>Economic Opportunity</b></p>	<p><b><u>Business Assistance and Economic Development:</u></b> The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business</p>	<p>\$25,000 (CDBG)</p>

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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	assistance tools to the business community.	
<b>7. ECONOMIC DEVELOPMENT</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Economic Opportunity</b>	<b>Commercial Rehabilitation Program:</b> The program provides up to \$200,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.	\$380,000 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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<b>8. OTHER COMMUNITY DEVELOPMENT NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Planning for Housing and Community Development</b>	<b>CDBG Administration:</b> This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.	\$239,465 (CDBG)
	<b>HOME Administration:</b> Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.	\$52,610 (HOME)
<b>9. UNALLOCATED FUNDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Not Applicable</b>	<b>Unallocated CDBG Funds:</b> CDBG funds available for programming in FY 2017/18.  <b>Note:</b> Unallocated funds will be used for improvements at Salt Lake Park Recreation Center and street improvement in residential areas. The allocation for these two projects will be included as part of the Action Plan once the City has a defined project scope.	\$0 (CDBG)
	<b>Unallocated HOME Funds:</b> HOME funds available for programming in FY 2017/18.	\$275,482 (HOME)

**CONTRACTING PROCESS**

The City followed protocols established in the HUD-mandated Citizen Participation Plan. The City held an initial public hearing on February 21, 2017, to elicit and consider any oral and written public comments on the use of CDBG and HOME funds and then published a summary of the Draft FY 2017/18 Annual Action Plan which initiated a 30-day public review period on March 30, 2017.

Tonight's second public hearing fulfills the citizen participation requirement in the City's Citizen Participation Plan and, upon adoption of the FY 2017/18 Annual Action Plan, completes the submission process. The second public hearing before the City Council will provide citizens with another opportunity to comment on the Plans.

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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**NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS**

Neither this public hearing nor a subsequent action by the City Council to adopt the FY 2017-2018 Annual Action Plan constitutes a project and, thus, will not invoke an environmental review under Part 58, the implementing regulation for the National Environmental Policy Act (NEPA). Rather, the environmental review process is to be completed prior to undertaking a physical action on a site or contractually committing or expending HUD or non-HUD funds for a federally assisted project.

**CONCLUSION**

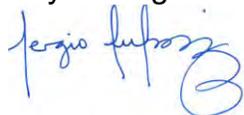
Following tonight's public hearing and release of HUD's final CDBG and HOME allocations, the Fiscal Year 2017-2018 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development Department (HUD). While the deadline to submit the Annual Action Plan is typically May 15<sup>th</sup> each year, HUD has requested that grantees such as Huntington Park hold off on submitting the Plan until the final CDBG and HOME allocations are released. Should the final allocations have a minimum impact to the FY 2017-2018 Annual Action Plan, staff will prorate the program and project allocations accordingly; however, if the CDBG and HOME allocations differ significantly from what is currently shown in the Plan, staff will advise the City Council and seek direction on revisions to program and project budgets.

The City will be provided CDBG and HOME funds after HUD and the City execute an agreement (HUD Approval/Agreement, HUD form 7082), which occurs subsequent to HUD's approval of the City's Plan.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Director of Community Development

**ATTACHMENT(S)**

A. FY 2017-2018 Annual Action Plan



# **CITY OF HUNTINGTON PARK**

## **ANNUAL ACTION PLAN**

**JULY 1, 2017 – JUNE 30, 2018**

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**CITY OF HUNTINGTON PARK  
COMMUNITY DEVELOPMENT DEPARTMENT  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255**

# CITY OF HUNTINGTON PARK 2017/18 ANNUAL ACTION PLAN

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### **Appendices**

Appendix A – Certifications

Appendix B – Application for Federal Assistance (SF 424) CDBG Program

Appendix C – Application for Federal Assistance (SF 424) HOME Program

Appendix D – Public Notices

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The Consolidated Plan is designed to help the City of Huntington Park assess affordable housing and community development needs and market conditions in order to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) programs. The goals are to assist low and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the 2015/16 – 2019/20 Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in this Action Plan for 2017/18.

The 2017/18 Annual Action Plan includes an application for funds under two different HUD entitlement programs - Community Development Block Grant (CDBG) and the HOME Investment Partnership Program). Current year entitlements combined with reallocations from prior years bring the total funding for program year 2017/18 to approximately \$3.3 million. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the coming 2017/18 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table 1 on the following page.

**Table 1 - 2015-2019 Consolidated Plan Priorities, Goals, Implementing Programs, and FY 2017/18 Goals**

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2017/18 Goal	Outcome/Objective*
Priority Housing Needs	Sustain and Strengthen Neighborhoods	<ul style="list-style-type: none"> <li>Code Enforcement</li> </ul>	800 housing units	SL-3
Priority Housing Needs	Preserve Existing and Create New Affordable Housing	<ul style="list-style-type: none"> <li>Acquisition / Rehabilitation / New Construction</li> <li>Residential Rehabilitation</li> <li>Minor Home Repair Program</li> </ul>	3 housing units 4 housing units 13 housing units	DH-2 DH-1 DH-1
Priority Homeless Needs	Support Social Service Agencies that Assist Homeless Populations	<ul style="list-style-type: none"> <li>Salvation Army Southeast Communities</li> </ul>	210 persons	SL-1
Priority Special Needs Populations	Support Social Service Agencies that Assist Special Needs Populations	<ul style="list-style-type: none"> <li>HP Senior Program</li> </ul>	300 persons	SL-1
Priority Community Facilities	Preserve Existing Public Facilities	<ul style="list-style-type: none"> <li>No projects proposed in FY 2017/18</li> </ul>	No projects proposed in FY 2017/18	SL-1
Priority Infrastructure Needs	Preserve for Needed Infrastructure Improvements	<ul style="list-style-type: none"> <li>No projects proposed in FY 2017/18</li> </ul>	No projects proposed in FY 2017/18	SL-1
Priority Community Services	Provide Needed Community Services to Low/Mod Persons	<ul style="list-style-type: none"> <li>After School Program</li> <li>HP Library Homework Center</li> <li>Southeast Workforce Development &amp; Civic Engagement Program</li> <li>Community Beautification</li> </ul>	500 persons 75 persons 10 persons 58,310 persons	SL-1 SL-1 SL-1 SL-1
Economic Opportunity	Economic Opportunity	<ul style="list-style-type: none"> <li>Commercial Rehabilitation</li> <li>Business Assistance and Economic Development</li> </ul>	4 Businesses 40 Businesses	EO-3 EO-1
Other Housing and Community Development Needs	Planning for Housing and Community Development	<ul style="list-style-type: none"> <li>CDBG Administration</li> <li>Fair Housing Foundation</li> <li>HOME Administration</li> </ul>	N/A	N/A

## **2. Summarize the objectives and outcomes identified in the Plan**

See Table 1 above.

## **3. Evaluation of past performance**

During the previous five-year period, the City of Huntington Park used CDBG and HOME funds to accomplish the following objectives:

### **Decent Housing**

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City's previous Five-Year Consolidated Plan acknowledged the need for special needs housing. It noted that youth leaving the foster care system ("emancipated youth") are a high risk of special needs population. This project helped to meet the housing needs of this special needs population.
- In FY 2016/17, the City also contributed \$295,400 in HOME Program funds to the CHDO, Oldtimers Housing Development Corporation-IV, to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The project provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.
- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City entered into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during 2015/16, and starting in 2016/17, City staff has taken over implementation of the program. To date, the City has funded three residential rehabilitation loans during the current Consolidated Plan period, with three additional projects in the underwriting stage.
- During the previous Consolidated Plan period, the City entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental

Assistance Program using tenant selection policies and criteria consistent with the 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program was completed in 2015/16.

### **Suitable Living Environment**

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4<sup>th</sup> year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program was reinstated in FY 2015/16, but with staff shortages and other demands, the program was not implemented. In FY 2016/17, the City again funded this program and to date is on track in meeting its FY 2016/17 goal and expending its allotted CDBG funds.
- The City's Code Enforcement program continues to experience staff shortages preventing it from meeting its goal of servicing 800 housing units; however, in FY 2016/17, additional staff were hired to implement the much-needed Code Enforcement Program.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program has continued into the new 2015-2019 Consolidated Plan period as a high priority program. In FY 2016/17, two commercial rehab loans were approved. The program will continue in FY 2017/18.
- The City assisted various public service agencies during the previous five-year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period. In 2015/16, the City allocated and completed a \$100,000 Soccer Field Lighting Project, and in FY 2016/17 was allocated CDBG funds for the Splash Pad Project.
- The City did not provide any CDBG assistance towards infrastructure improvements in FY 2015/16; however, this remains a high priority and the City allocated \$520,000 in CDBG funds to the Pacific Boulevard Lighting and Beautification Project slated to begin construction in late 2016/17. In FY 2017/18, no projects are currently being proposed; however staff may opt to obligate unallocated CDBG funds to improve several parking lots in the City's downtown.

## **Economic Opportunity**

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by Hub Cities Consortium, a locally based small business services company. During the FY 2017/18, the City will continue this partnership to continue to assist Huntington Park's business community.

### **4. Summary of citizen participation process and consultation process**

The City of Huntington Park adopted a Citizen Participation Plan to guide the City's citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Three public hearings are held by the City each year to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2017/18 Annual Action Plan was available for public comment for a minimum 30-day period (March 30 – May 2, 2017). City Council public hearings were held on March 21, 2017 and May 2, 2017, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

### **5. Summary of public comments**

[To be completed after 30-day public comment period and public hearing to adopt FY 2017/18 Annual Action Plan.]

### **6. Summary of comments or views not accepted and the reasons for not accepting them**

[To be completed after 30-day public comment period and public hearing to adopt FY 2017/18 Annual Action Plan.]

## 7. Summary

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system

and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.

- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

## PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 2 – Responsible Agencies

#### Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan and the FY 2017/18 Annual Action Plan is the City of Huntington Park, Community Development Department.

#### Consolidated Plan Public Contact Information

##### Manuel Acosta, Economic Development Manager

City of Huntington Park  
Community Development Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Phone: (323) 584-6213  
Email: MAcosta@hpca.gov

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014 to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

For development of the FY 2017/18 Annual Action Plan, staff solicited a Request for Proposals from local service providers and City Departments to implement the goals and objectives identified in the City's Strategic Plan (Consolidated Plan). The City received 12 applications for FY 2017/18 funds.

Additionally, the City held a Needs and Priorities public hearing on March 21, 2017 to hear the views and opinions from local agencies and residents on what they perceive to be the biggest needs and priorities in Huntington Park. While no comments were made, the Huntington Park City Council, nonetheless, offers the opportunity to its residents.

Lastly, the City notified six neighboring local jurisdictions of the availability of the Draft Annual Action Plan for comment.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City of Huntington Park does not receive ESG funds so this is not applicable.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will continue maintaining its strong relationships with service providers and local jurisdictions to implement the 5-year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County – Huntington Park Library	Services – Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

**Table 3 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

**Table 4 – Other local / regional / federal planning efforts**

## **AP-12 Participation - 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

#### **Housing and Community Development Needs Survey**

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

## **Focus Groups**

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

## **Community Meetings**

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

## **FY 2017/18 Annual Action Plan**

The City of Huntington Park has a citizen participation plan to guide the City's CDBG citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Organizations receiving direct CDBG funding are in regular contact with City staff. Other organizations are consulted as-needed or have been present at various public hearings held by the City. Three public hearings are held each year by the City to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community

development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2017/18 Annual Action Plan was available for public comment for a 30-day period (March 30 – May 2, 2017). City Council public hearings were held on March 21 and May 2, 2017, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

<b>Citizen Participation Outreach Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
Newspaper Ad	Non-targeted/broad community	A newspaper advertisement was published inviting citizens to attend the Needs and Priorities public hearing on 2/2/2017.	No comments were received.	No comments were received.	N/A
Public Hearing	Non-targeted/broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/21/2017)	No comments were received.	No comments were received.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting will be held before the City Council to present the draft FY 2017/18 Annual Action Plan on April 4, 2017 and initiate the 30-day public review.	No comments were received.	No comments were received.	N/A

<b>Citizen Participation Outreach Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement will be published on March 30, 2017 to solicit public comment on the draft 2017/18 Annual Action Plan and to invite citizens to attend the final public hearing to adopt the FY 2017/18 Annual Action Plan.	No comments were received.	No comments were received.	N/A
Public Hearing	Non-targeted/ broad community	A final public hearing will be held before the City Council for adoption of the FY 2017/18 Annual Action Plan (5/2/17)	TBD	TBD	N/A

**Table 5 - Citizen Participation Outreach**

## Expected Resources

### **AP-15 Expected Resources – 91.220(c)(1,2)**

Table 6 summarizes the major sources of funding available to carry out housing and community development activities during the 2017/18 fiscal year.

For fiscal year 2017/18, the City of Huntington Park will have an estimated total of \$1,766,591 in CDBG funds. This total amount is comprised of an approximate \$1,247,328 in Fiscal 2017/18 CDBG entitlement funds (based on last years' allocation), \$509,263 in prior year unallocated CDBG funds carried forward, and an estimated \$10,000 to be received in program income. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any "urgent need activities." CDBG funds will be used for public services, code enforcement, a minor home repair program, commercial rehabilitation, and CDBG administration. An estimated 80 percent in CDBG funds will be used for activities that benefit persons of low and moderate income.

The City of Huntington Park will also have an estimated \$1,528,092 in HOME Program funds comprised of an estimated FY 2017/18 allocation of \$466,785 (based on last years' allocation), and an estimated carryover balance of \$1,051,307, and an estimated \$10,000 to be received in program income. The City will use HOME funds for administration of the HOME program, residential rehabilitation, and for another potential acquisition and rehabilitation project.

The City will pursue competitive public and private grants for the development and preservation of programs, housing, and services.

## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,247,328	\$10,000	\$509,263	\$1,766,591	\$2,494,656	Entitlement funds allocation plus prior-year resources.
HOME	Public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$466,785	\$10,000	\$1,051,307	\$1,528,092	\$933,570	Entitlement allocation plus prior-year resources.

Table 6 - Expected Resources – Priority Table

### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Annual Action Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable.

## AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome +1Indicator
1	Sustain and Strengthen Neighborhoods	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$310,000 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – <b>800 Housing Units</b> (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2019	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$190,027 (CDBG) \$1,200,000 (HOME)	Homeowner Units Rehabilitated – <b>19 Household Housing Units</b> (Minor Home Repair) Homeowner Units Rehabilitated – <b>4 Household Housing Units</b> (Residential Rehabilitation) Renter Units Rehabilitated – <b>3 Household Housing Units</b> (Acquisition/Rehabilitation)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2019	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$15,000 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit - <b>210 Persons Assisted</b> (Salvation Army Southeast Communities)
4	Support Social Service Agencies that Assist Special Needs Populations	2015	2019	Non-Homeless Special Needs	City of Huntington Park	Priority Special Needs Populations	\$20,000 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – <b>300 Persons Assisted</b> (HP Senior Program)
5	Provide Needed Community Services to Low/Mod Persons	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Community Services	\$127,000 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – <b>585 Persons Assisted</b> (P&R After School Project; HP Library Homework Center; Southeast Workforce Development & Civic Engagement Program; Community Beautification)

6	Provide Economic Opportunity	2015	2019	Non-Housing Community Development	City of Huntington Park	Economic Opportunity	\$405,000 (CDBG)	Businesses assisted – <b>40 Businesses assisted</b> (Business Assistance & Economic Development Program) Façade treatment/business building rehabilitation – <b>4 Businesses</b> (Commercial Rehabilitation)
7	Planning for Housing and Community Development	2015	2019	Other: Administration	City of Huntington Park	Other Housing and Community Development Needs	\$249,465 (CDBG) \$52,610 (HOME)	CDBG Administration Fair Housing Foundation HOME Administration
	Unallocated Funds	2015	2019	N/A	N/A	N/A	\$450,099 (CDBG) \$275,482 (HOME)	N/A (Unallocated Funds)

**Table 8 – Goals Summary**

### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	<b>Sustain and Strengthen Neighborhoods</b>
	<b>Goal Description</b>	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
<b>2</b>	<b>Goal Name</b>	<b>Preserve Existing and Create New Affordable Housing</b>
	<b>Goal Description</b>	HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will also use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: Residential Rehab; Minor Home Repair; Acquisition/Rehabilitation Project)
<b>3</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Homeless Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: Salvation Army Southeast Communities Family Services Program)

<b>4</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Special Needs Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)
<b>5</b>	<b>Goal Name</b>	<b>Provide Needed Community Services to Low/Mod Persons</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program; HP Library Homework Center; Community Beautification; Southeast Workforce Development & Civic Engagement Program)
<b>6</b>	<b>Goal Name</b>	<b>Provide Economic Opportunity</b>
	<b>Goal Description</b>	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation; Business Assistance and Economic Development)
<b>7</b>	<b>Goal Name</b>	<b>Planning for Housing and Community Development</b>
	<b>Goal Description</b>	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Coordination of all HOME-funded housing projects, (5) Monitoring of all CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of the Annual Action Plan, and (7) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The City may use up to 20% of its annual CDBG entitlement on administration activities; and 10% is allowed for HOME administration activities. (Project: CDBG Administration; Fair Housing Services; HOME Administration)

**Table 7 – Goal Descriptions**

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**

As presented in Table 7 above, the City's one-year goal is to provide affordable housing opportunities to 17 extremely low, low, and moderate income households through the following activities:

- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 3 extremely low, low, and moderate income households.
- Minor Home Repair Program: The City will provide minor home repairs to 19 extremely low, low, and moderate income households.
- Acquisition / Rehabilitation: The City of Huntington Park has approximately \$1.3 million unallocated HOME funds available for an acquisition/rehabilitation project with a local CHDO. The City is currently in discussions with the Oldtimers Housing Development Corporation for a future affordable housing project utilizing these HOME funds. A substantial amendment to this Annual Action Plan will be submitted when a project has been negotiated.

## AP-35 Projects – 91.220(d)

The following projects are based on the City’s identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted to low and moderate income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

### Projects

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Code Enforcement	City of Huntington Park	Sustain and Strengthen Neighborhoods	Priority Housing Needs	CDBG: \$310,000
Residential Rehabilitation	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$200,000
Acquisition/Rehabilitation/New Construction (no specific project identified)	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$1,000,000
Minor Home Repair	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	CDBG: \$190,027
Salvation Army Southeast Communities Family Services Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless Needs	CDBG: \$15,000
Huntington Park Senior Program	City of Huntington Park	Support Social Service Agencies that Assist Special Needs Populations	Priority Special Needs	CDBG: \$20,000
Parks and Recreation After School Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$75,000
Huntington Park Library Homework Center	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Community Beautification (Graffiti Removal)	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$12,000
Southeast Workforce Development & Civic Engagement Program	City of Huntington Park	Provide Needed Community Services	Priority Community Services	CDBG: \$30,000

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
		to Low/Mod Persons		
Commercial Rehabilitation	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$380,000
Business Assistance and Economic Development	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$25,000
CDBG Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	CDBG: \$239,465
Fair Housing Services	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
HOME Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	HOME: \$52,610
Unallocated CDBG Funds	N/A	N/A	N/A	CDBG: \$450,099
Unallocated HOME Funds	N/A	N/A	N/A	HOME: \$275,482

**Table 8 – FY 2017/18 Projects**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The Housing and Homeless Needs Assessment of the Consolidated Plan discusses housing need by income category. Income levels identified are 1) extremely low-income; 2) very low-income, and; 3) low- and moderate-income households. Based on HUD recommendations, general relative priorities for funding will be as follows:

**HIGH PRIORITY:** Activities to address this need will be funded during the five-year period.

**MEDIUM PRIORITY:** If funds are available, activities to address this need may be funded by the City during the five-year period. The City may also use other sources of funds and take actions to locate other sources of funds.

**LOW PRIORITY:** It is not likely the City will fund activities to address this need during the five-year period.

The highest priority has been assigned to the needs of the lowest income residents, based on the assumption that in this high cost real estate market, they are at greater risk of displacement, homelessness or other serious housing situations due to limited financial resources and other limitations they may face.

The Consolidated Plan identifies several obstacles in meeting underserved needs, including the high and sustained demand for public services, as well as the shortage of funding to address the community's needs.

## AP-38 Projects Summary

### Project Summary Information

<b>1</b>	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Sustain and Strengthen Neighborhoods
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$310,000
	<b>Description</b>	This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as description.
<b>2</b>	<b>Project Name</b>	Residential Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$200,000
	<b>Description</b>	This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. 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.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Various
	<b>Planned Activities</b>	Same as in description.

<b>3</b>	<b>Project Name</b>	Acquisition/Rehabilitation/New Construction (no specific project identified)
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$1,000,000
	<b>Description</b>	HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	To be determined.
	<b>Planned Activities</b>	Same as in description.
<b>4</b>	<b>Project Name</b>	Minor Home Repair
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$190,027
	<b>Description</b>	The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$7,500 to the homeowner for labor and materials and minor repairs to the property.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Various
	<b>Planned Activities</b>	Same as description.

<b>5</b>	<b>Project Name</b>	Salvation Army Southeast Communities/Family Services Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist homeless populations
	<b>Needs Addressed</b>	Priority Homeless Needs
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	2965 Gage Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>6</b>	<b>Project Name</b>	Huntington Park Senior Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist special needs populations
	<b>Needs Addressed</b>	Priority Special Needs Populations
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Huntington Park Community Center 3401 East Florence Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>7</b>	<b>Project Name</b>	Park and Recreation After School Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. Program locations include Robert H. Keller Park, Salt Lake Park, Freedom Park, and will feature a Summer Swim Program at Linda Marquez High School, seven days a week during the months of July and August.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Various Locations
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.
<b>8</b>	<b>Project Name</b>	Huntington Park Library Homework Center
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Huntington Park Library
	<b>Description</b>	6518 Miles Avenue, Huntington Park, CA 90255
	<b>Planned Activities</b>	Same as description.

<b>9</b>	<b>Project Name</b>	Community Beautification (Graffiti Removal)
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$12,000
	<b>Description</b>	This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.
<b>10</b>	<b>Project Name</b>	Southeast Workforce Development & Civic Engagement Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	The Southeast Workforce Development & Civic Engagement Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.

<b>11</b>	<b>Project Name</b>	Commercial Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Economic Opportunity
	<b>Funding</b>	CDBG: \$380,000
	<b>Description</b>	The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Various locations
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.
<b>12</b>	<b>Project Name</b>	Business Assistance and Economic Development
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>13</b>	<b>Project Name</b>	CDBG Administration
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	CDBG: \$239,465
	<b>Description</b>	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>14</b>	<b>Project Name</b>	Fair Housing Services
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.
	<b>Target Date</b>	June 30, 2018
	<b>Location</b>	Citywide
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>15</b>	<b>Project Name</b>	HOME Administration
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	HOME: \$52,610
	<b>Description</b>	Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.
	<b>Target Date</b>	June 30, 2018
	<b>Location Description</b>	Community Development Department 6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>16</b>	<b>Project Name</b>	Unallocated CDBG Funds
	<b>Target Area</b>	N/A
	<b>Goals Supported</b>	N/A
	<b>Needs Addressed</b>	N/A
	<b>Funding</b>	CDBG: \$450,099
	<b>Description</b>	TBD
	<b>Target Date</b>	TBD
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	TBD
<b>17</b>	<b>Project Name</b>	Unallocated HOME Funds
	<b>Target Area</b>	N/A
	<b>Goals Supported</b>	N/A
	<b>Needs Addressed</b>	N/A
	<b>Funding</b>	HOME: \$275,482
	<b>Description</b>	TBD
	<b>Target Date</b>	TBD
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	TBD

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

The City's Code Enforcement Program is provided on a citywide basis and is funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

Based on the CHAS tables provided by HUD (extrapolated from 2007-2011 ACS data), the following summarizes two key housing problems in Huntington Park:

- **Renter Cost Burden:** Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- **Household overcrowding:** Defined as greater than one person per room, household overcrowding has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.

In addition to the lack of affordable rental housing, the City's Consolidated Plan recognizes the need for owner and renter rehabilitation. The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age. Among owner-occupied housing, 78% of units were constructed prior to 1980. Similarly, a substantial proportion of Huntington Park's rental housing

is greater than 30 years in age (83%); this housing typically suffers more wear-and-tear from tenants than owner-occupied housing. Additionally, an estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	
Non-Homeless	26
Special-Needs	
Total	26

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	
The Production of New Units	3
Rehab of Existing Units	23
Acquisition of Existing Units	
Total	26

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## **Discussion**

The City's HOME-funded Residential Rehabilitation and CDBG-funded Minor Home Repair Programs are available to low-to-moderate income single-family homeowners (up to four units) on a first-come-first-serve basis. The programs are marketed on the City's website and newsletter, and informational flyers are available at various counters at City Hall.

The City will also pursue an affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of affordable permanent rental housing, likely to be made available to transition aged youth (TAY). While a location is yet to be determined, the City will attempt to address the two key problems described above: 1) renter cost burden; and 2) household overcrowding.

## **AP-60 Public Housing – 91.220(h)**

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continua of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2015 “point in time” count enumerated 44,359 homeless individuals in the County. Specifically, for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 41,174 homeless individuals, up by over 5,650 persons since 2013. Of this number, 12,226 are sheltered and 28,948 are unsheltered. Furthermore, 33,389 (81%) are single adults, 7,505 (18%) are families with children, and 280 are unaccompanied minors. Over 65 percent of the total number of homeless persons were male..

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; less Federal McKinney-Vento funding because of the new use of CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

Along with the homeless counts that display an increase from 2013 to 2015 in the LA CoC as a whole, certain smaller geographic areas show similar trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA’s) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the city of Huntington Park, had a total homeless population of 3,571 persons, up 47 percent from 2,429 persons in 2013. Of this population, 79 percent (2,833) are single adults, 20 percent (723) are family members, and under 1 percent (15) are unaccompanied minors. Additionally, 25 percent (907) are sheltered, and 75 percent (2,664) are unsheltered. The 2015 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's Mosaic Gardens at Huntington Park project which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

Huntington Park's homeless population is estimated to range between 30-50 persons. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men. According to City staff, a large majority of the City's homeless are chronic substance abusers, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

Despite Huntington Park's relatively limited homeless population given the City's size, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Huntington Park does not administer a homeless prevention program; however, two local homeless providers, the Southeast Churches Service Center and the Salvation Army Southeast Communities, both provide a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340-bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Huntington Park also responds to the emergency needs of the homeless and other persons needing emergency shelter by participating in programs administered by homeless service agencies. The City supports the motel voucher program administered by the local Salvation Army

and the Southeast Churches Service Center in Huntington Park. Both organizations will continue to provide transportation assistance to those individuals who wish to go to the Bell regional shelter, or other shelters in neighboring communities.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also boasts a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provide space for social activities and services that will support residents at Mosaic Gardens at Huntington Park.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving**

**assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City supports the Salvation Army through CDBG funds.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City will continue to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless.

## **AP-75 Barriers to affordable housing – 91.220(j)**

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In January 2015, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations, and has determined that none of these is an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and Special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts

- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

## **AP-85 Other Actions – 91.220(k)**

### **Actions planned to address obstacles to meeting underserved needs**

The City of Huntington Park has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City has restructured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

### **Actions planned to foster and maintain affordable housing**

The City's Consolidated Plan has identified the preservation of existing, and the creation of new, affordable housing as a priority need during the 2015/16 – 2019/20 timeframe. During FY 2017/18, the City proposes to use HOME funds on an affordable housing project with the Oldtimers Housing Development Corp. which will be made available to low income households at restricted rents. The project location and size are still to be determined, but once finalized, this Annual Action Plan will be amended to include this project. While a site for an affordable housing project is yet to be determined for an additional project, the City will endeavor to alleviate household overcrowding and renter cost burden, while at the same time, addressing the fundamental need for affordable housing for those at-risk of being homeless, three of the main housing issues described in the Consolidated Plan.

The City is providing funding support to local public service agencies such as the Salvation Army that address the service needs of the homeless and those at risk of becoming homeless.

The City has also provided tenant based rental assistance to seniors in Huntington Park to help maintain their housing at affordable levels. The TBRA program ended in FY 2015/16.

### **Actions planned to reduce lead-based paint hazards**

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected, and is paid for through CDBG or HOME funds, as appropriate.

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant will enable the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This the second HUD Lead Based Paint Hazard Control Grant City awarded to the City of Huntington Park. In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes.

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

### **Actions planned to reduce the number of poverty-level families**

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2015-16, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encourages the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

### **Actions planned to develop institutional structure**

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners includes, but are not limited to: The Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center, Los Angeles Legal Center; the

Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2017/18, the City will continue to develop these partnerships.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2017/18) will begin on July 1, 2017. The FY 2017/18 CDBG allocation is estimated at \$1,247,328.

### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's program income for FY 2017/18 has been programmed.
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	The City does not participate in a Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.
5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
<b>Total Program Income</b>	<b>Total Program Income anticipated in FY 2017/18 is \$10,000.</b>

### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low to moderate income.	80%

The City's CDBG Program will not have activities to fund in FY 2017/18 under Urgent Needs.

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

The City of Huntington Park participates in HUD's HOME Program that can be used to promote affordable housing in the City through activities such as homeowner rehabilitation, homebuyer activities, rental housing development, and tenant-based rental assistance. The 2017/18 Program Year will commence on July 1, 2017. The FY 2017/18 HOME allocation is estimated to be \$466,785.

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Huntington Park is not proposing any homebuyer activities in FY 2017/18, however the following resale or recapture guidelines will apply should the City opt to fund these homebuyer activities:

*HOME Loan.* The City provides a "silent second" deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.

*Affordability Requirements.* The affordability period in connection with the resale of HOME-assisted units will be 30 years.

*Recapture Provisions.* Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and

customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not propose to use HOME funds for a homebuyer program. However, should the City decide to fund such a program, Protocols will be developed to include the following characteristics:

- The City loan is structured as a junior deferred loan to allow the borrower’s repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
  - Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.
  - Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.