

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda
Tuesday, May 16, 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. 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, CLOSED Fridays, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

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

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor 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

"Certificates of Recognition" presented to Students of Middleton Elementary School for Volunteering their time in the Library during Recess

Proclamation Proclaiming May 2017 as "CalFresh Awareness Month"

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 -
[two matters] Government Code Section 54956.9(d)(1)
 - a. General Five Arcade v. City of Huntington Park
BC 604390
 - b. LAUSD v. County of LA, BS 1081180
2. 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)

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, May 2, 2017;

CITY MANAGER

2. Consideration and Approval of Professional Services Agreement with Lee Andrews Group to Provide Public Information Officer Services, Public Affairs Support and Strategic Planning for Specialized Events

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve professional services agreement with Lee Andrews Group; and
2. Authorize Mayor to execute agreement.

COMMUNITY DEVELOPMENT

3. Approve Contract with MC General Contractors for Home Improvements in Connection to the City's Minor Home Repair Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with MC General Contractors, Inc. in an amount not to exceed \$7,990 to perform eligible work under the City's Minor Home Repair Program and approve a grant not to exceed \$7,500. Homeowner shall provide the balance amount of \$490 in the form of a money order to MC General Contractors, Inc.
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

CONSENT CALENDAR (CONTINUED)

COMMUNITY DEVELOPMENT (CONTINUED)

- 4. Approve Contract with Sarahang Construction to Remediate Lead-Based Paint Hazards in Connection with the City's Lead-Based Paint Hazard Control Program, Location: 2965 Walnut Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, in an amount not to exceed \$11,625, to remediate lead-based paint hazards on a single-family unit located at 2965 Walnut Street;
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

- 5. Approve Contract with Vizion's West, Inc. to Remediate Lead-Based Paint Hazards in Connection with the City's Lead-Based Paint Hazard Control Program, Location: 6336 Albany Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Vizion's West, Inc. in an amount not to exceed \$20,650 to remediate lead-based paint hazards on a single family property located at 6336 Albany Street;
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

FINANCE

- 6. Approve Accounts Payable and Payroll Warrants dated May 16, 2017**

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

7. **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. Youth Commission (Each Council Member appoints two (2))

8. **Approve Renewal of Contract Services Agreement with Hilda Estrada, for Spanish Translation Services for City Council Meetings and Related City Events**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with Hilda Estrada, Independent Contractor for Spanish translation services for regular city council meetings, special city council meetings and other city meetings or events for an additional two (2) years at an amount not to exceed \$20,000 per year; and
2. Authorize City Manager to execute agreement.

PUBLIC WORKS

9. ***Continued from the Regular City Council Meeting of 5-2-17: Ordinance Modifying Sections of the 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***

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 June 6, 2017 City Council meeting.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

- 10. Approve First Amendment to Contract Services Agreement with St. Francis Electric, LLC for Traffic Signal Maintenance and Unscheduled Maintenance Service and Ratify Payments for these Services.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to agreement with St. Francis Electric, LLC., for Traffic Signal Preventative Maintenance Services and Unscheduled Maintenance;
2. Approve ratification of payment for unscheduled maintenance for services rendered;
3. Authorize City Manager to execute agreement; and
4. Encumber the remaining portion of the Unscheduled Maintenance for FY 2016-2017 for payment of Traffic Signal services.

PARKS AND RECREATION

- 11 Continued from the Regular City Council Meeting of 5-2-17: Review and Approve Vendor Options for the 2017 4th of July Extravaganza Event**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and approve vendor options for coordination of the 2017 4th of July Extravaganza event; and
2. Authorize staff to move forward with the selected vendor for the 2017 event.

- 12. Approve Renewal of Lease Agreement with Harbor Area Farmers Market for Usage of Salt Lake Park from 2017-2020**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of license agreement with Harbor Area Farmers Markets for usage of Salt Lake Park from 2017 – 2020; and
2. Authorize Mayor to execute agreement.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Graciela Ortiz

Council Member Karina Macias

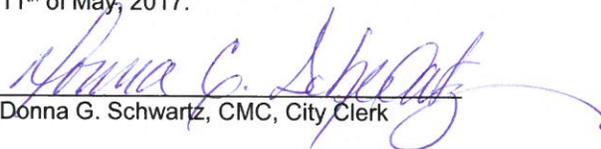
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

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

I, Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 11th of May, 2017.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, May 2, 2017

Sergeant at Arms read the Rules of Decorum before the start of the Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, May 2, 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; 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 Michelle Garcia-Monay, Miles Avenue Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Recognition" to Michelle Garcia-Monay for leading the Pledge of Allegiance.

Pablo Orantes and Michelle Garcia-Monay, 4th Grade Students, Miles Avenue Elementary School – Science Math Technology Magnet, presented a PowerPoint presentation on the Use of Grey Water.

Public Works Director Daniel Hernandez and Community Development Director Sergio Infanzon presented a PowerPoint presentation on Huntington Park's 1st Annual Beautification and Earth Day.

Chief of Police Cosme Lozano provided background information and Council presented a "Certificate of Recognition" to Retiring Police Officer Anthony Rendon for his Years of Service.

Chief of Police Cosme Lozano provided background information and Council presented a "Certificate of Recognition" to former Police Volunteer Hoke Sanders for his Years of Service.

PUBLIC COMMENT

1. Carlos Pando, announced an event on May 6th from 11 to 2 p.m. and invited the public to attend.
2. Rodolfo Cruz, commented on Earth Day, spoke in opposition to Council, noted taxes are high in city, commented on the Planning Commission meeting, feels CRIA takes away money and acknowledged a previous Planning Commissioner.
3. Antonio Rojas, feels he is being harassed by police officers when he plays cards at the park.
4. Christopher Castillo, apologized to Council for his behavior when he supported We the People Rising at the meetings, spoke in opposition to We the People Rising and thanked Council for standing up for the community. Stated that Arthur Schaper is a racist sellout mouthpiece for hire being paid by a rich Republican.

PUBLIC COMMENT (CONTINUED)

- 5. Francisco Rivera, thanked the Public Works department for removing bulky items, commented on the Earth Day event, feels it was positive for the community, noted graffiti is being done to the new items on Pacific Boulevard has cleaned it up personally and is sad this is happening.

STAFF RESPONSE – None

CLOSED SESSION

At 7:00 p.m. City Attorney Alvarez-Glasman recessed to 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

- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8

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

At 7:39 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced closed session Items 1&2 were discussed and Council was briefed. Item 1, Legal Counsel informed Council that the Superior Court Judge ruled in favor of the City on the writ of mandamus filed by the California Charter Schools Association and confirmed the city's position on all accounts. Item 2, no action taken, direction was provided, nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, 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

OFFICE OF THE CITY CLERK

- 1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1 Regular City Council Meeting held Tuesday, April 18, 2017;

FINANCE

- 2. Approved 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**

City Manager Cisneros presented the item.

Motion: Council Member Ortiz motioned to appoint Councilmember Avila as the Delegate and Council Member Macias as the Alternate to the Independent Cities Association Board, seconded by Mayor Sanabria. 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. **Appointments, Re-Appointments and Removal (if Necessary) by Council Members to the Various City Commissions**

City Manager introduced City Clerk Schwartz who presented the item.

City Clerk Schwartz announced each Council Member followed by each Commission. Appointments, reappointments and removals as follows:

Civil Service Commission

Mayor Sanabria – no appointments at this time.

Health & Education Commission

Council Member Ortiz appointed Lorena Valenzuela
Council Member Avila – no appointments at this time.

Historic Preservation Commission

Council Member Avila – no appointments at this time.

Parks and Recreation Commission – no appointments, commission is full.

Planning Commission

Vice Mayor Pineda appointed Irving Pacheco.

Youth Commission (Each Council Member appoints two (2))

Vice Mayor Pineda appointed Marleny Garcia and Kimberly Guzman
Council Member Avila – no appointments at this time.

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

City Manager Cisneros presented the item.

Motion: Council Member Macias motioned to direct staff to terminate agreement with Granicus and go out to RFP, 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

REGULAR AGENDA (CONTINUED)

FINANCE

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

City Manager Cisneros presented the item and introduced Finance Manager Annie Ruiz who provided additional information.

Motion: Council Member Ortiz motioned for all departments to collaborate on what is needed and to direct staff to go out for RFP, 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

PARKS AND RECREATION

7. Approve Temporary 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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

City Manager Cisneros introduced Parks and Recreation Director Espinosa who presented the item.

Motion: Council Member Ortiz motioned to table item 7 to next City Council meeting in order to seek other options, 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

PUBLIC WORKS

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

City Manager Cisneros presented the item.

Vice Mayor Pineda suggested starting an education campaign against graffiti, hand out fliers, involve members of the community, contact schools, teachers etc.

Council Member Ortiz noted GPC manages the "My Huntington Park" app to report graffiti.

Motion: Council Member Ortiz motioned to approve first amendment to agreement with Graffiti Protective Coating, Inc. (GPC) for graffiti removal services, authorize City Manager to execute agreement and encumber the remaining portion of the annual contract amount for FY 2016-2017 for payment of graffiti removal 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

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

City Manager Cisneros presented the item.

Motion: Vice Mayor Pineda motioned to 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 authorize City Manager to execute the agreement/purchase order, 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

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

City Manager Cisneros introduced Public Works Director Hernandez who presented the item.

Motion: Council Member Ortiz motioned to approve agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements, authorize City Manager or designee to execute the agreement and authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget, 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

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

City Manager Cisneros presented the item.

Motion: Council Member Macias motioned to approve agreement with Western Exterminator for Pest Control Services and authorize City Manager to execute agreement, seconded by Council Member Avila. 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

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, 4-6.04, 4-6.05, 4-6.06 4-6.08 and 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.

City Manager Cisneros introduced Public Works Director Hernandez who presented the item.

Vice Mayor Pineda motioned to approve item, motioned failed due to lack of a second.

Council Member Macias noted that the Ad Hoc Committee is still in discussions regarding parking meters and recommended to table the item to the next City Council meeting.

Motion: Council Member Macias motioned to table item 12 to the next City Council meeting, 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

COMMUNITY DEVELOPMENT

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

City Manager Cisneros presented the item.

Motion: Council Member Macias motioned to adopt Resolution No. 2017-11, adopting the Orangeline Development Authority, dba Eco-Rapid Transit Fifth Amended Joint Exercise of Powers Agreement (JPA) and authorize Mayor or designee to execute the Agreement, seconded by Mayor Sanabria. 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

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)**

City Manager Cisneros presented the item.

Motion: Mayor Sanabria motioned to 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, 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

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

City Manager Cisneros introduced the item.

Mayor Sanabria opened the item up for public comment, there being none, closed public comment.

Community Development Director Infanzon provided a PowerPoint presentation on the item and introduced Economic Development Manager Manuel Acosta who added additional information.

Motion: Vice Mayor Pineda motioned to adopt the Fiscal Year 2017-2018 Annual Action Plan, 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 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, seconded by Mayor Sanabria. 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, congratulated Council Member Ortiz for an award she received, congratulated her family, those who participated in the beautification, teachers on National Teacher Day today, and wished those a Happy Mother's Day.

Council Member Graciela Ortiz, thanked Council Member Avila for his acknowledgement, acknowledged teachers on National Teacher Day, thanked all those who are teachers, congratulated Miles Avenue Elementary School on their grand opening of their Science Lab in collaboration with Pepperdine University on Thursday, announced WRD was going to have a ground water tour at Bettis Park on Saturday and wished all a good night.

Council Member Karina Macias, acknowledged Council Member Avila who was a teacher in Mexico, thanked all the teachers, wished all the mothers a Happy Mother's Day, announced Saturday PACE opened up at AltaMed, and wished everyone a good night.

Vice Mayor Jhonny Pineda, thanked his colleagues and everyone who participated for a great Beautification/Earth Day event, and wished everyone a good night.

Mayor Marilyn Sanabria, announced on Saturday there would be a Spay and Neuter service at the Community Center, and thanked her colleagues and staff for all their support with the many events this week.

ADJOURNMENT

At 8:32 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, May 16, 2017, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

May 16, 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 PROFESSIONAL SERVICES AGREEMENT WITH LEE ANDREWS GROUP TO PROVIDE PUBLIC INFORMATION OFFICER SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR SPECIALIZED EVENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve professional services agreement with Lee Andrews Group; and
2. Authorize Mayor to execute agreement.

BACKGROUND

The City of Huntington Park currently has modest resources for managing public affairs, media inquiries and the increase in community oriented events and programs. The Lee Andrews Group has over twenty-three years and has a comprehensive knowledge of the City of Huntington Park.

Lee Andrews Group will provide outreach services for the various special projects, along with multi-media outreach by drafting and issuing press releases, serving as primary contact for the media; Enhance the City's relations with regional and local media outlets; Informs the community and the general public of legislation and current events; Serve as liaison with community organizations and media outlets; Coordinate and develop a broader social media presence; Monitor and respond to social media postings; Develop and execute strategy to expand followers in order to widen the dissemination of information and events that are of interest to the public.

FISCAL IMPACT/FINANCING

The contract total amount is \$72,000 for a term of one (1) year beginning on May 15, 2017 and ending on June 14, 2018. The amount \$15,000 will be paid out of Fiscal Year 2016-2017, account 111-0220-411.32-70. The remaining balance will be budgeted for Fiscal Year 2017-2018.

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH LEE ANDREWS GROUP TO PROVIDE PUBLIC INFORMATION OFFICER
SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR
SPECIALIZED EVENTS**

May 16, 2017

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CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

- A. Proposal
- B. Sample contract

CITY OF HUNTINGTON PARK

PUBLIC INFORMATION OFFICER SERVICES PROPOSAL

Prepared by:





May 10, 2017

Mr. Edgar Cisneros
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Re: Proposal for Public Information Officer Services

Dear Mr. Cisneros:

On behalf of Lee Andrews Group, I submit our proposal for Public Information Officer Services for the City of Huntington Park. The accompanying proposal provides a comprehensive outline of the dedicated Public Information Officer (PIO) services that we can provide to the City of Huntington Park for various special projects. Our services will ensure residents are informed in a timely manner and our PIO is equipped to handle crisis communication and media inquiries, among other services.

Our firm has been a leader in communications for over twenty-three years and has a comprehensive knowledge of the Gateway Cities, Eastern Los Angeles County and the City of Huntington Park. We can bring great value to your goals of informing the community and gathering its input. Our firm's qualifications demonstrate our communication, outreach experience and abilities, which are uniquely aligned with the City's needs.

We look forward to the opportunity to work in partnership with the City and are confident that Lee Andrews Group's resources and comparable experience qualify us to best facilitate the goals this task requires.

A handwritten signature in blue ink, appearing to read "Stephanie Graves", with a long horizontal line extending to the right.

Stephanie Graves
President and CEO
Lee Andrews Group, Inc.

Lee Andrews GROUP

FIRM PROFILE

Lee Andrews Group is a full-service public affairs and strategic planning firm that specializes in public information officer services, government relations, project/construction management support, media communications and event planning. Through the development and implementation of strategic programs, the team is able to assist its clients in building productive relationships with stakeholders, elected officials, public agencies and the community.

Our team members have experience with many neighboring municipalities including Lynwood, Long Beach, Montebello and the City of Los Angeles. We work with a variety of different stakeholder groups consisting of homeowners associations, business groups, elected officials, schools and faith-based organizations.

Lee Andrews Group's multicultural staff has provided successful outcomes for over 20 years. The firm serves a wide range of industries including aviation, transportation, infrastructure, energy, school districts/facilities, municipal government, environment, public agencies, developers, restaurants and hospitality. The team is able to engage, inform, identify diverse communities' values and provide all outreach program management services including: community outreach and stakeholder meetings; noticing; project newsletter development; contact database and inquiry helpline management; group facilitation and public hearing/scoping coordination; collateral material development in multiple languages, multi-lingual media outreach; website management, etc.

Lee Andrews Group is headquartered in downtown Los Angeles at 7th and Flower Streets and is SBE, DBE, WBE and MBE certified.

PUBLIC INFORMATION OFFICER

Lee Andrews Group will provide a part-time Public Information Officer for the City of Huntington Park. This position primarily serves as media liaison by handling media inquiries, writing news releases, pitching stories, being pro-active in social media communication, and organizing press conferences.

The Public Information Officer's position involves planning, developing and directing the preparation and dissemination of informational material to support and promote The City of Huntington Park and its city officials. The tasks includes informing the residents and media through news releases, general and professional publications, and speaking engagements.

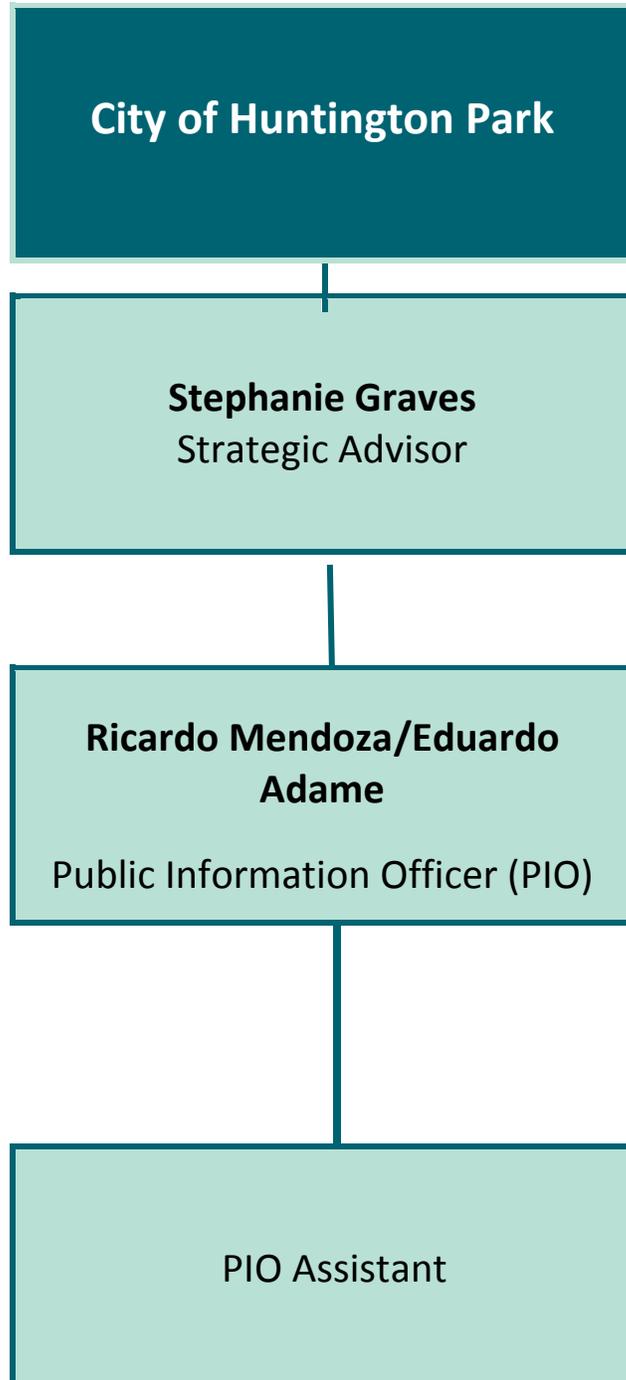
Public information officer gathers facts and distributes them to the media. They produce printed and video material about their organization for dissemination to the public. A public information officer is responsible for organizing special events such as news conferences and awards ceremonies. Maintaining a social media presence is be part of a public information officer's duties. These individuals may work long hours on an irregular schedule, especially when publicized situations or incidents affect the company.

Examples of Duties

- ☐ Draft and issue press releases and media advisories to our preferred distribution lists and other media outlet
- ☐ Serves as primary contact for the media; looks up case status information daily for media outlets; writes news releases about
- ☐ Coordinate media outreach and relations
 - Newsletters for City with translation, special events by organizing, promotion, day of planning and managing. Enhance the City's relationship with regional and local media outlets
- ☐ Conduct media relations and outreach to both Spanish and English language press
- ☐ Update and maintain project media kit
- ☐ Informs the community and the general public of Huntington Park legislation and current events, through news releases to the media, general and professional publications and speaking engagements
- ☐ Serve as liaison with community organizations and media outlets.
- ☐ Coordinates and develops social media presence including creating posts to Twitter, Instagram and Facebook; monitors and responds to any social media postings; develops and executes strategy to expand followers.

- Arranges news conferences, media and other public appearances for court officials, prepares or edits the material to be presented

PROJECT ORGANIZATIONAL CHART



STEPHANIE GRAVES

STRATEGIC ADVISOR

SUMMARY

Stephanie Graves is the CEO and President of the Lee Andrews Group. Since 2013 Stephanie has helped guide the growth and direction of the firm. In addition to her management responsibilities, she personally consults and strategizes with clients on public affairs, public relations, media strategy, crisis communication, reach + engagement and government relations. For over 15 years, Stephanie has consulted for government officials and is well versed in working with the California government at the local, regional, state and federal levels. Stephanie has led the company's major transportation, planning, strategic government relations, as well as, media and community relations' activities.

Stephanie developed close relationships with California's business leaders through her service on the Boards of Directors of the Global Land Use and Economic Council, Southern California Leadership Council and Mayor Robert Garcia's Education Fund.

EDUCATION

Stephanie graduated USC, majoring in Business Administration. She holds a Juris Doctorate from USC School of Law.

PROJECT EXPERIENCE

Project: CityView Development - 236-Mixed Use Development in South Central Los Angeles

Role: Stephanie Graves led the government relations for the entitlement process for this urban project. Stephanie is the lead strategist for community engagement, labor-relations, public hearings and government relations.

Project: Los Angeles World Airports – Project Management

Role: Stephanie Graves under Jacobs Engineering oversees all employees embedded at LAX for the capital improvement program, terminals, airside and remaining Landside Access Modernization Program improvements.

Project: Build Your Dreams – BYD – Electric Bus – Public Relations

Role: Stephanie Graves handled the crisis communications for this Chinese bus manufacturer along with their public relations with the cities of Long Beach and Los Angeles.

Project: The New Long Beach Civic Center

Role: Stephanie Graves oversaw the community engagement in all the nine districts in the City of Long Beach along with government relations and communications with project partners.

Project: Brooks Street – Newport Banning Ranch - Oil well clean up –Home Development

Role: Stephanie Graves coordinated media relations, strategic outreach, and inter-agency coordination with the California Coastal Commission, City and Native American tribes.



RICARDO MENDOZA

PUBLIC INFORMATION OFFICER

SUMMARY

Ricardo Mendoza serves as a Project Manager and Senior Outreach Specialist on the Lee Andrews Group team. Mr. Mendoza provides leadership and project support for a variety of transportation, planning, and construction projects. Support tasks include development of outreach strategies, including but not limited to creation of contact list and database management, proven techniques to engage diverse stakeholders, engagement with local, state and federal officials. Ricardo has managed community relations personnel, program managers and related staff to ensure successful implementation of community development programs in diverse bicultural communities. Additionally, Ricardo has convened stakeholder engagement meetings from small settings of several dozen residents and stakeholders to over 500 attendees. Ricardo is a keen communicator that is able to present information through various mediums.



PARTIAL PROJECT EXPERIENCE

***Project Name:* CityView Mixed-Use-Housing-Development**

***Location:* Los Angeles**

Project Role: Ricardo Mendoza is the project lead on developing and implementing a comprehensive outreach strategy soliciting support from the community, business non-profit organizations either one-on-one or in community briefings and open houses. Ricardo has identified key community leaders and has developed strategies that will provide support to a mixed used housing development in South Los Angeles. Ricardo has garnered support for a project in an area that is sensitive to development by developing strong relationships with not just the community, but with the elected officials in the representative area. Ricardo organizes community members to participate in the planning process by speaking in support of the project at the hearings. Ricardo also leads canvassing efforts, develops collateral material and maintains stakeholder databases.

***Project Name:* Environmental Justice Community Partnership -- AQMD**

***Location:* Los Angeles, Riverside, Orange and San Bernardino Counties**

Project Role: Mr. Mendoza oversees activities and meetings convened by Lee Andrews Group for AQMD. Mr. Mendoza provides leadership and guidance on sensitive issues pertaining to meeting coordination,

event planning & management and community outreach for the annual conference, series of workshops, recognition events and advisory council meetings in Los Angeles, Riverside, Orange and San Bernardino Counties.

Project Name: Caesar Chavez Day South Coast --AQMD

Location: Los Angeles

Project Role: Mr. Mendoza serves as the project manager in the development of the program/agenda for the event. Mr. Mendoza provided support in fundraising efforts ensuring limited use of public tax dollars. Mr. Mendoza provided support in coordinating logistics for the Caesar Chavez annual event for AQMD.

Project Name: City of Lynwood –Animal Control Services

Location: Los Angeles

Project Role: Ms. Mendoza serves as the project manager for the City of Lynwood in their efforts to provide effective Animal Control Services that humanely recover animals into proper care by working with the community to reduce the incidents involving animals and residents. Ricardo works one-on-one with the Lynwood City Manager to identify animal control experts that will provide the best cost effective training to personnel and staff working with animals.

Project Name: Basset Unified School District

Location: Bassett, CA

Project Role: Mr. Mendoza serves as the project manager developing and managing community outreach for the school district pertaining to the improvements of the school facilities related to their recent bond measures. Activities include ribbon cuttings, ground breakings and community engagement.

Project Name: Santa Monica Minimum Wage

Location: Santa Monica

Project Role: Mr. Mendoza is the project lead in identifying and developing outreach opportunities with the business community in Santa Monica to provide information relating to the City's Minimum Wage and Paid Sick leave ordinances. Direct roles and duties include direct contact with business owners and human resource managers through canvassing, phone calls, mailers, town hall meetings and special events.

Project Name: Huntington Park Community Outreach

Location: Huntington Park

Project Role: Mr. Mendoza serves as the lead outreach specialist for special projects in the City of Huntington Park. Mr. Mendoza provides support in developing ribbon cuttings and conducting outreach activities on behalf of the City for new business ventures.

Project Name: Department of Water and Power, San Fernando Basin Groundwater Remediation

Location: Los Angeles

Project Role: Mr. Mendoza facilitates meetings in the community effectively moving complicated conversations between residents and technical staff members at LADWP.

Project Name and Location: Compton Brickyard, Trammell Crow Company, Compton

Project Role: Alisha Mendoza acts on behalf of the Compton Brickyard team to communicate project information to community members and business owners; Ms. Mendoza acts as the liaison to community questions, comments and vital information between the local community and the project team. Ms. Mendoza is a key part in informing the community and building support for the project by coordinating several meetings and events, disseminating mailers, coordinating with local officials, phone canvassing and distributing mass emails.

Project Name and Location: Caesar Chavez Day South Coast Air Quality Management District, Los Angeles

Project Role: Ms. Mendoza assisted in coordinating logistics for the first annual event held at Town & Gown at the University of Southern California in year 2015 and the second annual event held at California State University Los Angeles in year 2016. For both events she planned many of the important details, including catering, staffing, outreach, entertainment and run-of-show. Her attention to detail and dedication to the success of the project aided the team in delivering a quality event that both attendees and SCAQMD staff enjoyed. Ms. Mendoza now helps lead the effort to stage this important event attended by hundreds of stakeholders and influential members of the community.

Project Name and Location: Environmental Justice Community Partnership, Los Angeles, Riverside, Orange and San Bernardino Counties

Project Role: Ms. Mendoza plans and coordinates the numerous outreach activities of South Coast Air Quality Management District's Environmental Justice Community Partnership. This tremendous undertaking is focused on community outreach to increase communication between the District and a multitude of diverse communities throughout the District's four county region. She expertly navigates complex goals to deliver meaningful results to clients and the public.

Project Name and Location: Port of Long Beach Community Outreach Plan, Long Beach

Project Role: Alisha Mendoza was a crucial contributor in developing and proposing the Port of Long Beach Community Outreach Plan. Her ideas include, a list of proposed community outreach events, examples of modifying existing community programs, a plan to heighten social media presence, a focused approach to leverage marketing and promotion via community involvement, rebranding ideas, and suggestions to collaborate on sponsorships and partnerships. She attends all brainstorming and event planning meetings and is a key partner for execution of all logistics.

EDUARDO ADAME

OUTREACH SPECIALIST

SUMMARY

Eduardo served as Assistant Deputy for unincorporated East Los Angeles and South East Los Angeles (Florence-Firestone). Tasked with providing municipal services to 150,000 residents and decision making in all aspects of local county government. Responsibilities included communicating and partnering on key county issues/projects with residents and stakeholders to ensure county services were implemented and delivered promptly. Additionally, responsible for planning and executing various capital projects, community events, and programs

Education

BA- Business Administration: University of San Diego

Project Experience

Project Name and Location: East Los Angeles Streetscape (Whittier Boulevard), Maravilla Redevelopment District Project, East Los Angeles Metro Gold Line Extension

Project Role: Mr. Adame built and fostered relationships with county and city departments, local business owners, merchant groups and community groups focusing on economic development. Led planning meetings, developed presentations, and outreach efforts to constituents. Accomplishments included completion of a streetscape project along Whittier Boulevard, Metro Gold Line Extension, and the opening of new businesses and aesthetic improvements to the Maravilla Redevelopment Project Area.

Project Name and Location: Florence-Firestone Community Center; Los Angeles, CA

Project Role:

Managed 1st District efforts and opening of the Florence-Firestone Community Center in unincorporated South East Los Angeles. Conducted extensive community outreach and planning with county departments, consultants, local businesses and community groups. The Florence-Firestone Community Center serves as a “one stop shop” providing comprehensive human services, case management, emergency assistance, advocacy, consumer education, housing services, group fitness, and county services.

Project Name and Location: Florence-Firestone Community Plan; Los Angeles, CA

Project Role: Appointed to Redevelopment Oversight Board by Los Angeles County Board of Supervisors. Responsible for dissolving local redevelopment agency, paying existing bond debt, fulfilling pre-existing contractual obligations, maintaining reserves, disposing of former agency assets, and providing an administrative budget and obligations payment schedule.

Project Name and Location: East Los Angeles Cityhood; East Los Angeles, CA

Project Role: Identified key players and established relationships with proponent and opponent groups. Delivered presentations in conjunction with county departments detailing the movement’s strategic goals including quantitative and qualitative implications for residents and community stakeholders.

Lee
Andrews
GROUP



Project Name and Location: Green Bag for a Clean Earth Reusable Bag Program; Los Angeles, CA

Project Role: Oversaw and implemented reusable bag program throughout the 1st District in Los Angeles County. Secured the participation of national supermarkets and school districts in East Los Angeles, San Gabriel Valley, and Southeast Los Angeles. Secured sponsorships from Club Deportivo Chivas USA, the Los Angeles Dodgers, Walt Disney Company, Los Angeles Conservation Corps., and Heal the Bay Organization.

OUTREACH PROFESSIONAL SERVICES CITY OF LYNWOOD



DURATION: 2015 to Present

SCOPE OF SERVICES: Special Projects, Animal Care and Control Strategy

LOCATION: Lynwood, CA

PROJECT DESCRIPTION

Lee Andrews Group, under the leadership of David Vela have been instrumental in increasing funding for the City of Lynwood. The team successfully orchestrated and carried out an outreach services that lead to the generation of new funding sources and relationships with the State of California.



The outreach team also generated positive sentiment throughout the Los Angeles area with the founding of Ricardo Lara Linear Park. This unique community assets helps to increase green space to communities who are often lacking such investments. With the wellbeing of the entire community in mind Lee Andrews Group helped to realize the goals of the City in creating a 1 mile long walking trail, dog park, playgrounds, community gardens and learning space.

Lee Andrews Group has also provides a range of other consulting and outreach services to the City of Lynwood. Recently they were beginning to transition the animal care and control services from a contract with the County of Los Angeles Animal Care and Control Department to forming the City's own department. With this transition, Lynwood sought strategic consulting services to assist in the process with the County.

Lee Andrews Group is currently a consultant to the City of Lynwood, assisting in matters of the Los Angeles County Animal Care and Control Department. In our role, our staff provides Lynwood city staff with strategic consulting and approach in handling relations between the City of Lynwood and the Los Angeles County Animal Care and Control. We advise on how to engage in a meaningful and productive way with the County, including how to work collaboratively with key staff within the County. Our services are helping to fortify Lynwood's Animal Care and Control Department, including reviewing billing rates and advising on any discrepancies, reviewing contracts between the City of Lynwood and the County. Lee Andrews Group also coordinates and facilitates meetings with the County of Los Angeles Animal Care and Control Department.

COMMUNITY OUTREACH PROFESSIONAL SERVICES CITY OF MONTEBELLO

SCOPE OF SERVICES: Community Outreach, Public Affairs Consulting, Media Relations, Consultant Services

LOCATION: Montebello, CA



The City of Montebello required specialized public outreach services for a variety of projects of special significance to the City and local residents. Lee Andrews Group was selected based on their unique knowledge of the area, significant outreach experience, and solid relationships with community members and civic leaders.

Lee Andrews Group created a communication plan that focused on ensuring broad participation by community stakeholders on a contentious and closely-watched measure. Constant communication with the community members focused on the benefits proposed in Measure W. With a robust community outreach program, stakeholders at every level were provided the opportunity to make their voices heard and decide the future of their water system.

In order to ensure comprehensive coverage of all possible stakeholders, Lee Andrews Group employed multiple distinct outreach elements. A dedicated hotline and email address were set up to receive inquiries from the community as an easy way of asking questions and getting information in both English and Spanish. Numerous meetings and events were attended which helped to call attention to Measure W to voters who otherwise may not have had the issue in mind. While looping in these stakeholders, Lee Andrews Group also strategically persuaded them with facts designed to give convince and motivated potential supporters.

Lee Andrews Group also hired an additional consultant, The Principia Group, for supplementary expertise at canvassing in Montebello. Together the team reaching out to countless individuals who had otherwise



not been well informed of Measure W and provided them with supporting facts which helped guide many in their decisions about the future of their community.

Residential and business locations throughout the city were thoroughly covered during our outreach activities. With a special focus on the accessibility of information, all collateral material, as well as outreach specialists, addressed topics in both Spanish and English.

ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

SCOPE OF SERVICES: Community and Public Safety Outreach, Draft EIR Outreach and Government Relations

LOCATION: San Gabriel Valley, CA



PROJECT DESCRIPTION

The ACE Project was launched by a consortium of 31 cities in the San Gabriel Valley to prepare for the expected 160% increase in rail traffic by the year 2020. The ACE Construction Authority has completed construction of mobility and transit safety improvements at 39 crossings and has begun construction of the first five of 20 grade



separation infrastructure projects along the 70-mile Union Pacific freight rail corridor that crosses the Valley. The \$1.4 billion budget is funded by the JPA, the State of California, the federal government and the Union Pacific Railroad.

Lee Andrews Group is the lead consultant for community/business, public safety/transit outreach as well as environmental clearance for the ACE Project, which serves an area of approximately 2 million residents. Our team provides community outreach program management including: strategic planning; construction alert noticing; project newsletter development; contact database and inquiry helpline management; group facilitation and public hearing/scoping coordination; public and school safety program development and implementation; business support program administration; collateral material development in English, Spanish, Chinese, Korean and Vietnamese; multi-lingual media outreach; project video production; groundbreaking and ribbon-cutting event planning; government relations support; and agency coordination services.

Lee Andrews Group oversaw the development of and actively maintains, a project website for ACE (www.theaceproject.org), viewed as a key tool in its public outreach strategy, which is designed to: build public awareness of and support for ACE construction projects and goals; capture and respond to public inquiries and complaints; and publicize bid opportunities and results among the vendor community.

Lee Andrews Group has scheduled numerous community outreach meetings during the environmental, design and construction phases of the ACE Project. Outreach is conducted in English, Spanish, Cantonese and Mandarin.

BUDGET

For the above stated tasks, Lee Andrews Group proposes a contract total of \$6,000 per month retainer for a term of 365 days beginning on May 15, 2017 and ending on June 14, 2018.

General Provisions

- Automobile mileage will be charged at the current IRS rate, \$0.53.5 per mile as of April 2017.
- Consultant support services, such as printing, reproduction, polling, and other direct expenses and other usual and customary out-of-pocket expenses, will be billed at cost. Expenses over \$250.00 are subject to review by the City for approval.

CLIENT REFERENCES

City of Lynwood

Arnoldo Beltran

City Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
(310) 603-0220

City of Montebello

Francesca Tucker-Schuyler

City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1350

Alameda Corridor East Construction Authority (ACE)

Paul Hubler

Director of Government & Community Relations
Alameda Corridor-East Construction Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
(626) 962-9292

Our clients include: City of Los Angeles, Los Angeles World Airports, South Coast Air Quality Management District, Metropolitan Water District, City of Lynwood, City of Montebello, City of Santa Monica, Santa Monica Chamber of Commerce, City of Long Beach, Alameda Corridor-East Construction Authority, Los Angeles Metropolitan Transportation Authority (Metro), Walsh Shea Corridor Constructors, California Department of Transportation, Los Angeles Department of Water and Power, Metropolitan Pacific, Trammell Crow Company, Port of Long Beach, Build Your Dreams, Los Angeles Unified School District and many more.



CONTRACT SERVICES AGREEMENT

(Engagement: Public Information Officer Services)

(Parties: City of Huntington Park and Lee Andrews Group, Inc.)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2017, (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Lee Andrews Group 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.

RECITALS

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

WHEREAS, CITY requires assistance with providing public outreach services to the City for various special projects including capital improvement projects, developments, ballot initiatives and citywide educational efforts.; and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such innovative and strategic community outreach and government relations services, by virtue of its experience and the training, education and expertise of its principals and employees; and

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

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 have an initial term of one (1) year, unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"), beginning on May 15, 2017 and ending on June 14, 2018. Upon the conclusion of the Term, this Agreement to come back to Council for review and approval, unless terminated by either party. 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: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in **Exhibit "A"**. CONTRACTOR further agrees that the total compensation for work performed during the initial term of this agreement, inclusive of any extension term, shall not exceed the sum total of SEVENTY-TWO THOUSAND (\$72,000) (hereinafter, the "Contract Price"), a year, unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. Automobile mileage will be charged at the current IRS rate, \$0.535 per mile as of January 2017. Consultant support services, such as printing, reproduction, polling, and other direct expenses and other usual and customary out-of-pocket expenses, will be billed at cost. Expenses over TWO HUNDRED AND FIFTY (\$250.00) are subject to review by the City for approval. In the event CONTRACTOR's charges are projected to exceed the Contract Price 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 Contract Price 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 and the reimbursable out-of-pocket expenses incurred. 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 fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY 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 Attorney to act as its representative for the performance of this Agreement. The City Attorney 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: CONTRACTOR hereby designates [name of CONTRACTOR designated personnel] 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 subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that 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, contractors, subcontractors and subconsultants. 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 the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by 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, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned 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, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors 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, contractors, subcontractors and subconsultants. 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.

[SECTION III LEFT BLANK INTENTIONALLY]

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, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 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 subcontractor 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 subcontractors 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, by written notice to CONTRACTOR, immediately terminate this Agreement, in whole or in part, at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination. 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, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The 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.
- H. If it is determined that the termination for default is deemed to be the responsibility of the City, then it shall be converted to a termination for convenience.

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 subcontractors and subcontractor 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 subcontractor or subcontractor 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:

Lee Andrews Group Inc.
Attn: CEO
818 W. 7th Street
#880
Los Angeles, CA 90017

CITY:

City of Huntington Park
City Manager's Office
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Edgar P. Cisneros, City Manager
Phone: (323) 584-2222
Fax: (323) 584-6313

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 subcontractors), 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 CONSULTANTS: CITY reserves the right to employ other contractors 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 two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

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

Lee Andrews Group Inc.:

By: _____
Name: _____ Stephanie Graves _____
Title: _____ CEO _____

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman, City Attorney

DRAFT

EXHIBIT "A"
SCOPE OF WORK

The CONTRACTOR's duties shall include, but not be limited to, the following:
In summary, CONTRACTOR will be able to provide the following community outreach services:

PUBLIC INFORMATION OFFICER SERVICES

For Public Information Officer services and Crisis Management, Lee Andrews Group proposes a flat fee of \$6,000 dollars for each 30-day period beginning on May 15, 2017 and ending on June 14, 2018.

The assigned project staff will be available throughout the duration of the contract:

Stephanie Graves – Strategic Advisor
Ricardo Mendoza – Public Information Officer
Eduardo Adame – Public Information Officer

General Provisions

- Automobile mileage will be charged at the current IRS rate, \$0.535 per mile as of 2017.
- Consultant support services, such as printing, reproduction, polling, and other direct expenses and other usual and customary out-of-pocket expenses, will be billed at cost. Expenses over \$250.00 are subject to review by the City for approval.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 16, 2017

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

Dear Mayor and Members of the City Council:

APPROVE CONTRACT WITH MC GENERAL CONTRACTORS FOR HOME IMPROVEMENTS IN CONNECTION TO THE CITY'S MINOR HOME REPAIR PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with MC General Contractors, Inc. in an amount not to exceed \$7,990 to perform eligible work under the City's Minor Home Repair Program and approve a grant not to exceed \$7,500. Homeowner shall provide the balance amount of \$490 in form of a money order to MC General Contractors, Inc.
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 13, 2016, the City Council approved the allocation of \$100,642 in the CDBG grant funds for the City's Minor Home Repair Program in the Fiscal Year 2016-17 Annual Action Plan. Through the City's Minor Home Repair Program the City will be able to assist 14 owner-occupied units in fiscal year 2016-17. In order to qualify for this Program households must meet HUD's Income Guidelines of low and moderate income.

City Staff received four bids for improvements at one property located at Hill Street. The following table summarizes the bids received for each property:

APPROVE CONTRACT WITH MC GENERAL CONTRACTORS FOR HOME IMPROVEMENTS IN CONNECTION TO THE CITY'S MINOR HOME REPAIR PROGRAM

May 16, 2017

Page 2 of 3

Contractor	Bid Amount
Selbor	\$16,998.00
MC General Contractors, Inc.	\$7,990.00

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

Scope of Work

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

Exterior

1. Complete all items recommendations by the provided termite report. Removal of all termite damaged wood and replace with new.
2. Exterior Paint
3. Repair Roof Shingles

Interior

1. Install Ground Fault Circuit Interceptors (Kitchen and Bathroom)

FISCAL IMPACT/FINANCING

The contract will be paid through the City's CDBG grant and property owner's contribution. Funding for this program was approved in the City's FY 2016-17 Budget under account number 239-5070-463.56-52 for a total amount of \$100,642.

LEGAL AND PROGRAM REQUIREMENTS

This program provides financial assistance to owners of single-family homes (one to four units). Grants of up to \$7,500 are provided to qualified low and moderate income households for minor repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.

APPROVE CONTRACT WITH MC GENERAL CONTRACTORS FOR HOME IMPROVEMENTS IN CONNECTION TO THE CITY'S MINOR HOME REPAIR PROGRAM

May 16, 2017

Page 3 of 3

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Edgar P. Cisneros".

EDGAR P. CISNEROS
City Manager

A handwritten signature in blue ink that reads "Sergio Infanzon".

Sergio Infanzon
Community Development Director

ATTACHMENT (S)

- A. Contract Agreement with MC General Contractors, Inc.
- B. Bid Analysis
- C. Bid Proposal

HOME IMPROVEMENT CONTRACT

This Agreement, is made and entered into this 13th day of April, 2017, by and between Ana M. Rojas (hereinafter "Owner") and MC General Contractors, Inc. (hereinafter "Contractor"), bearing California Contractor's License No. #918838

RECITALS

A. The City of Huntington Park has established the Minor Home Repair Program (the "Program") pursuant to which the City provides grants for rehabilitation purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. Owner is a Qualified Person who has received a grant under the Program for use in connection with the rehabilitation of the single-family home owned and occupied by Owner located on certain real property known as 3831 Hill Street, Huntington Park, California 90255 ("Property").

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

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

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

2. Execution of Agreement. Owner has executed this contract on April 13, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 29 of this contract.

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

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

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed \$7,500.00

a. Ana M. Rojas (Owner) is responsible for additional costs of \$490.00

5. Payment. Payment for the Work that is to be made by Contractor, upon City's approval is as follows:

Description of Work:

Ground Fault Circuit Interceptor
Repair Roof Shingles
Exterior Paint
Termite Inspection
Total Cost: **\$7,500.00**

Contractor shall submit an invoice for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, payment shall be made to Contractor. By submitting an invoice to Owner, Contractor makes the following representations to Owner: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

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

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

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

been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

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

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

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within twenty (20) calendar days of the execution of this agreement and the Work shall be substantially completed within 14 calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. Time is of the essence to this Contract. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless City and Contractor agree in writing that a schedule modification is appropriate.

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

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

disputes, that Contractor shall pay to City, as and for liquidated damages, the sum of \$10.00 per day for each such day or portion thereof, for a maximum of 30 days.

9. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

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

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

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

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

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

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

Contractor shall supply the City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days' prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at the City's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner: Ana M. Rojas
3831 Hill Street
Huntington Park, CA 90255

Contractor: MC General Contractors, Inc.
Mario Cartagena
354 E. Kingsley Avenue
Pomona, CA 97167

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

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

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

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

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Minor Home Repair Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

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

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

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

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

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

35. Consumer Notice—Mechanics Lien Warning

MECHANICS LIEN WARNING

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

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

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

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

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

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

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

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

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

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only

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

For more information:

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

CALL CSLB at 1800-321-CSLB (2752)

WRITE CSLB at PO Box 26000, Sacramento, CA 95826

37. Three Day Right to Cancel.

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

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

Parties have caused this Agreement to be executed as follows:

OWNER

Ana María Rojas
Ana M. Rojas

CONTRACTOR

Mario Cartagena
Mario Cartagena

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

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

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

City Manager

Date

BID EVALUATION

Rojas, 3831 Hill St.

Minor Home Repair Program Bid Evaluation

	ITEM	INTERNAL ESTIMATE	MC General	Selbor
1	GFCI	\$350.00	\$ 240.00	\$ 250.00
2	Repair Roof Shingles	\$850.00	\$ 750.00	\$ 1,975.00
3	Exterior Paint	\$4,500.00	\$ 4,500.00	\$ 11,873.00
4	Termite Inspection & Repair	\$1,800.00	\$ 2,500.00	\$ 2,900.00
		TOTAL:	\$7,990.00	\$16,998.00
		CONSTRUCTION BUDGET:	\$7,500.00	\$7,500.00
		OVER/UNDER:	-\$490.00	-\$9,498.00

MC General

**CITY OF HUNTINGTON PARK
MINOR HOME REPAIR PROGRAM**

WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Ana Rojas	APN No.: 6214-014-011
Address: 3831 Hill Street	Tel. No.: (323) 804-3473
City: Huntington Park 90255	Date: February 16, 2017

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	<p>Ground Fault Circuit Interceptors: Install new ground fault circuit interceptor (GFCI) receptacles in the kitchen within 6 feet of the kitchen sink and in the bathroom (minimum of one) in accordance with Section 210-8 of the National Electrical Code.</p>	\$	240
2.	<p>REPAIR Roof on House (Shingles): Repair existing composition shingle on the roof of the house and garage. Replace all loose and damaged shingles with same material. The repair may require the replacement of sheet metal flashings, valleys, drip edges, roof jacks, pipe flashings, and vent caps. Seal all roof penetrations with the appropriate mastic cement/or sealant (blend as necessary) to insure integrity of roof. Installation to be code complying. Prep and finish all newly installed unfinished sheet metal in a color that complements roof covering. New roof material color shall match existing color as much as possible. The contractor shall provide the owner with a one year warranty for labor and manufacturer's warranty on all materials.</p>	\$	750
3.	<p>Exterior Paint: Trim and Exterior of Property: Prepare all exterior dwelling and garage to receive fresh paint. Pull all nails and tacks; Fill all holes and cracks; Sand smooth all rough or paint curled surfaces; Apply primer to all bare or exposed wood. Replace all dry rotted or damaged wood prior to painting. Paint all exterior trim, dwelling and garage with exterior grade paint (minimum 2 coats), including eaves, eave overhangs, rafter tails, posts, etc. Clean & prep house, garage, wood trim, eaves and doors. Prep and patch damaged stucco Protect all openings of home from water penetration and let dry. Remove any loose and peeling paint by scraping and stucco patch. Use Dap liquid concrete and Dap Alex white caulking. Prime all wood surfaces with primer. Repair all damaged wood A neutral paint color shall be selected by the owner and approved by City prior to work commencing</p> <p>Contractor To Use Best Lead Safe Work Practices And Also the EPA's Renovation, Repair and Painting Rule.</p>	\$	4,500

4.	<p>Termite Inspection: Contractor to sub-contract a licensed termite company to provide termite report. Exterminate and/or tent entire dwelling for extermination of termite as recommended on report. A licensed exterminator shall exterminate termites and do all chemical work as required per report. Provide termite inspection report to homeowner with bid.</p> <p>Payment will not be made unless termite report is submitted to the City with the contractor invoice. Contractor bid to include the cost of termite eradication plus recommended wood repairs.</p>	\$	2,500
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NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: \$ 7,990

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. INSPECTIONS

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. WARRANTY

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. MATERIAL AND LABOR LIEN RELEASES

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF HUNTINGTON PARK TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE; THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Homeowner Signature:	Date:
Homeowner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the

proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Seven Thousand Nine Hundred Ninety Dollars, (\$ 7,990)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License.

It is further agreed that if awarded this contract, 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 20 calendar days.

Contractor: MC GENERAL CONTRACTORS INC	Lic. No. & Class: B918838
Signature: MARIO CARTAGENA	Phone No.: 909-553-5915
Address: 354 E KINGSLEY AVE POMONA CA <u>91767</u>	



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 16, 2017

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

Dear Mayor and Members of the City Council:

APPROVE CONTRACT WITH SARAHANG CONSTRUCTION TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION WITH THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 2965 WALNUT STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, in an amount not to exceed \$11,625, to remediate lead-based paint hazards on a single-family unit located at 2965 Walnut Street;
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

City staff received three bids to perform lead abatement work for an eligible, single-family property located a 2965 Walnut Street. The following table summarizes the bids received:

APPROVE CONTRACT WITH SARAHANG CONSTRUCTION TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION TO THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 2965 WALNUT STREET, HUNTINGTON PARK, CALIFORNIA

May 16, 2017

Page 2 of 3

Contractor	Bid Amount
PAS	17,720
Saharang	11,625
Vizions	26,537

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% or \$1,163 of the total contract amount.

Scope of Work

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

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

FISCAL IMPACT/FINANCING

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. Funding for this program was approved in the City's FY 2016-17 Budget under account number 246-5098-463.73-10 for a total amount of \$505,151.

APPROVE CONTRACT WITH SARAHANG CONSTRUCTION TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION TO THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 2965 WALNUT STREET, HUNTINGTON PARK, CALIFORNIA

May 16, 2017

Page 3 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

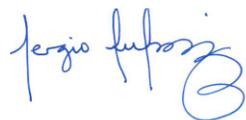
CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT (S)

- A. Home Improvement Contract
- B. Bid Evaluation
- C. Bid Proposal

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 15th day of May, 2017, by and between the City of Huntington Park (hereinafter "City") Alvaro Aceves and Rosario Aceves (hereinafter "Owner") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

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

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 2965 Walnut Street, Huntington Park, California 90255 ("Property").

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

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

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

2. Execution of Agreement. Owner has executed this contract on May 15, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings.

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

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed Eleven Thousand Six Hundred and Twenty Five Dollars (\$11,625)

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

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

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

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

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when

the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien releases have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from

such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Bonding & Insurance Specialist Agency, Inc. 708-598-6686

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

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

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

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

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

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

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and

entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

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

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

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

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

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

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from

the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

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

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

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

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

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

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

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

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States

Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Alvaro & Rosario Aceves
2965 Walnut Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc
11905 Darlene Ln
Moorpark, CA 93025

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

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

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

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

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

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

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

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

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

35. Three Day Right to Cancel.

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

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

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Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Name

Signature

Name

CONTRACTOR

Signature

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

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

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

Edgar Cisneros, City Manager

Date

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

2965 Walnut St

	ITEM	PAS	Saharang	VIZION'S
	<u>LBPH</u>			
1	Interior - bedroom 2 door frame	262	200	275
2	Interior -bedroom 2 Window frame in closet	524	250	225
3	Interior - bedroom 2 baseboards, closet shelf support and attic	524	400	450
4	Interior Kitchen trim	n/a	n/a	n/a
5	Interior bathroom tile	n/a	n/a	n/a
6	Exterior door frames and thresholds	786	700	1,475
7	Exterior - Eaves, rafters & fascia on house and garage	9,432	2,000	2,850
8	Exterior - Columns, beams & ceiling at front porch	1,048	1,000	1,050
9	Exterior window components on house and garage	524	2,000	3,750
10	Exterior -vent on west side	50	100	385
11	Exterior gutter on north side	50	150	495
12	Exterior - old wooden walls under stucco	n/a	1,500	8,587
13	Exterior-beams & ceiling at dining room porch	524	700	950
14	treat soil at drip line	524	500	1,450
15	remove dust	1,472	1,000	1,250
16	Waste disposal	750	575	350
	Subtotal	\$ 16,470	\$ 11,075	\$ 23,542
	<u>Healthy Homes</u>			
1	Smoke & carbon monoxide detector	\$ 250	150	\$ 295
2	GFCI Kitchen and bathroom	\$ 500	200	\$ 1,850
3	Replace 4 exterior vents	\$ 500	200	\$ 850
	Subtotal	\$ 1,250	\$ 550	\$ 2,995
	TOTAL	\$ 17,720	\$ 11,625	\$ 26,537

Work Requested -	Estimated Cost
<p>3) Interior – Bedroom 2 – Baseboards, Closet Shelf Supports & Attic Access Frame (in closet) - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ 400.00</p>
<p>4) Interior – Kitchen – Wooden Vertical Trim and Plaster Wall Near Refrigerator - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ N/A</p>
<p>5) Interior – Bathroom 2 - Ceramic Tiled Surfaces (Shower Walls & Floor) - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p>
<p>Alternatively - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>12) <i>Exterior – Old Wooden Walls Under Stucco</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	\$ 1,500.00
<p>13) <i>Exterior – Beams & Ceiling at Dining Room Porch (East Side)</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	\$ 700.00
<p>14) Since the soil sample indicated a level of lead above the specified regulatory limit, it is recommended that an interim control be used. A surface covering should be used to act as a barrier between the bare, lead-contaminated soil and people and pets. Surface coverings include: Grass or other live ground covers, artificial turf, bark and gravel.</p>	\$ 500.00
<p>15) Because the dust wipe samples indicated a level of lead above the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).</p>	\$ 0.00
<p>16) Waste Disposal (Hazardous & Non-hazardous)</p>	\$
<p>17) Total Lead Abatement Cost</p>	<p>\$ 9,500.00 11,015</p>

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: SARAHANG CONSTRUCTION INC Date of Bid: 05/02/2017
Company Phone #: 818 4024268 Total amount of Bid: \$ ~~9,500.00~~ 11,075
Contact Person: Faraz Sarahang Estimated Time of Completion: 02 weeks

I Faraz Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Rosario Aceves	APN No.:	
Address:	2965 Walnut Street	Tel. No.:	(323) 476-5358
City:	Huntington Park 90255	Date:	April 27, 2017

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Smoke and Carbon Monoxide Detectors: Install new smoke detectors in 3 bedrooms at a point centrally located. Install 1 smoke and carbon monoxide detector at hallway	\$	150.00
2.	Ground Fault Circuit Interceptors: Install new ground fault circuit interceptors (GFCI) receptacles in the kitchen (2) within 6 feet of the kitchen sink and in the bathroom (2) (minimum of one) in accordance with Section 210-8 of the National Electrical Code.		200.00
3.	Replace 4 exterior vents		200.00
	TOTAL	\$	<u>550.00</u>

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. INSPECTIONS

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. WARRANTY

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. MATERIAL AND LABOR LIEN RELEASES

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF HUNTINGTON PARK TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE; THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Homeowner Signature:	Date:
Homeowner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License.

It is further agreed that if awarded this contract, 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require _____ calendar days.

Contractor: SARAHANG CONSTRUCTION INC	Lic. No. & Class: 897724
Signature: 	Phone No.: 818 4024268
Address: 1905 DARLENE LN. MOORPARK	



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

May 16, 2017

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

Dear Mayor and Members of the City Council:

APPROVE CONTRACT WITH VIZION'S WEST, INC. TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION WITH THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 6336 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Vizion's West, Inc. in an amount not to exceed \$20,650 to remediate lead-based paint hazards on a single family property located at 6336 Albany Street;
2. Authorize City Manager to execute the contract; and
3. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

City staff received three bids to perform lead abatement work for an eligible, single-family property located a 2965 Walnut Street. The following table summarizes the bids received:

APPROVE CONTRACT WITH VIZION'S WEST, INC. TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION WITH THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 6336 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

May 16, 2017

Page 2 of 3

Contractor	Bid Amount
PAS	21,750
Saharang	20,725
Vizons	20,650

Based on the bid analysis performed, Vizion's West, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% or \$2,065 of the total contract amount.

Scope of Work

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

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

FISCAL IMPACT/FINANCING

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. Funding for this program was approved in the City's FY 2016-17 Budget under account number 246-5098-463.73-10 for a total amount of \$505,151.

APPROVE CONTRACT WITH VIZION'S WEST, INC. TO REMEDIATE LEAD-BASED PAINT HAZARDS IN CONNECTION WITH THE CITY'S LEAD-BASED PAINT HAZARD CONTROL PROGRAM, LOCATION: 6336 ALBANY STREET, HUNTINGTON PARK, CALIFORNIA

May 16, 2017

Page 3 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

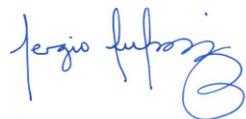
CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT (S)

- A. Home Improvement Contract
- B. Bid Evaluation
- C. Bid Proposal

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 15th day of May, 2017, by and between the City of Huntington Park (hereinafter "City") Catalina Rodriguez (hereinafter "Owner") and Vizion's West, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 812067.

RECITALS

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

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6336 Albany Street, Huntington Park, California 90255 ("Property").

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

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

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

2. Execution of Agreement. Owner has executed this contract on May 15, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

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

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

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed Twenty Thousand Six Hundred and Fifty Dollars (\$20,650)

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

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

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

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

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all

applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

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

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

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

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

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably

necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

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

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

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

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

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

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

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

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from

such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Bonding & Insurance Specialist Agency, Inc. 708-598-6686

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

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

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

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

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

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

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and

entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

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

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

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

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

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

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from

the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

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

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

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

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

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

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

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

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States

Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Catalina Rodriguez
6336 Albany Street
Huntington Park, CA 90255

Contractor: Vizion's West, Inc
26025 Newport Road
Menifee, CA 92584

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

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

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

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

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

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

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

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

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

35. Three Day Right to Cancel.

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

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

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Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Name

Signature

Name

CONTRACTOR

Signature

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

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

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

Edgar Cisneros, City Manager

Date

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6336 Albany

	ITEM	PAS	Saharang	VIZION'S
	<u>LBPH</u>			
1	Exterior walls, rafters, eaves, fascia, porch, garage walls, eaves & fascia	14,250	12,500	12,870
2	Exterior front and rear door frames	570	600	590
2b	removal of front and rear door frames	n/a	-	1,190
3	Exterior garage car door frame and side door frame	n/a	500	850
3b	Removal of garage car door frame and side door frame	n/a	1,100	2,800
4	window sashes & window frames	5,130	2,400	4,590
4b	removal of window sashes	13,750	3,800	9,900
4c	removal of window frames	n/a	n/a	n/a
5	repaint lead positive interior lead positive components	n/a	n/a	n/a
6	waste disposal	1,100	575	350
	Subtotal	\$ 21,050	\$ 20,375	\$ 19,250
	<u>Healthy Homes</u>			
3	Replace 7 exterior vents	\$ 700	350	\$ 1,400
	Subtotal	\$ 700	\$ 350	\$ 1,400
	TOTAL	\$ 21,750	\$ 20,725	\$ 20,650

\$ 75

Contractor	Bid Amount
PAS	21,750
Saharang	20,725
Vizons	20,650

LEAD PAINT ABATEMENT & INTERUM CONTROL BID SHEET

Lead abatement scope of work options for 6336 Albany Street, Huntington Park, CA are provided below. The lead positive paint in deteriorated condition must be repaired or abated (Numbers 1-5). Number 2B, 3B, 4B and 4C are options if the components will be removed, and if the lead positive paint in intact condition will be impacted or repainted.

TASK	LEAD PAINT SCOPE OF WORK	ESTIMATED COST
1	<p><u>Exterior Walls, Rafters, Eaves & Fascia. Porch Components & Garage Walls, Eaves & Fascia</u> All loose and peeling paint should be removed via wet scraping. Remove any nails, screws or other protrusions, and fill any pits/cavities, and feather all sharp edges. Seal with an encapsulant. Any surface treated in this manner MUST BE PAINT READY.</p>	\$ 9770.00 <i>+ 3,100 exterior paint</i>
2	<p><u>Exterior Front and Rear Door Frames</u> Remove all paint on "friction" areas such as door stops and jambs to bare wood substrate. For casing or non friction/impact areas, all loose and peeling paint should be removed via wet scraping. Remove any nails, screws or other protrusions, and fill any pits/cavities, and feather all sharp edges. Seal the non impact areas with an encapsulant. Any surface treated in this manner MUST BE PAINT READY.</p>	\$ 590.00
2B	<p><u>Removal of Front and Rear Door Frames</u> Removal must be done in a manner that minimizes damage to adjacent surfaces and uses lead safe work practices. Any removal must be coordinated with the general contractor so that the Residence is not left unsecured.</p>	\$ 1190.00
3	<p><u>Exterior Garage Car Door Frame & Side Door Frame</u> Remove all paint on "friction" areas such as door stops and jambs to bare wood substrate. For casing or non friction/impact areas, all loose and peeling paint should be removed via wet scraping. Remove any nails, screws or other protrusions, and fill any pits/cavities, and feather all sharp edges. Seal the non impact areas with an encapsulant. Any surface treated in this manner MUST BE PAINT READY.</p>	850.00
3B	<p><u>Option 2 Removal of Garage Car Door Frame & Side Door Frame</u> Removal must be done in a manner that minimizes damage to adjacent surfaces and uses lead safe work practices. Any removal must be coordinated with the general contractor so that the Residence is not left unsecured.</p>	\$ 2800.00
4	<p><u>A1-2, B1-B8, C1-C3, D1-D7 Window Sashes & Window Frames</u> Remove all paint on "friction" areas (wood areas that come into contact with other wood components such as all sash edges) to bare wood substrate. For non friction/impact areas, all loose and peeling paint should be removed via wet scraping. Remove any nails, screws or other protrusions,</p>	\$ 4590.00



- #1. Alt - Clean Garage: N/A
- #2. Alt - Replace Damaged Siding: N/A
- #3. Alt - Demo & Remove Garage: \$7800.00

	and fill any pits/cavities, and feather all sharp edges. Seal the non impact/friction areas with an encapsulant. Any surface treated in this manner MUST BE PAINT READY.	
4B	Option 2 Removal of A1-2, B1-B8, C1-C3, D1-D7 Window Sashes Removal & Replacement must be done in a manner that minimizes damage to adjacent surfaces and uses lead safe work practices. Any removal must be coordinated with the general contractor so that the Residence is not left unsecured. Encapsulate remaining frames as stated above.	\$ 9900.00
4C	Option 3 Removal of A1-2, B1-B8, C1-C3, D1-D7 Window Frames Removal must be done in a manner that minimizes damage to adjacent surfaces and uses lead safe work practices. Any removal must be coordinated with the general contractor so that the Residence is not left unsecured.	\$ 9900.00
5	Repaint Lead Positive Interior Lead Positive Components Must use proper containment and lead safe work practices	\$ N/A
6	Waste Disposal (Hazardous and Non-hazardous)	\$ 350.00
7	Total Lead Abatement Cost	\$ 40,150.00 19,250

The abatement company must be RRP licensed, and have an RRP certified supervisor. In addition, LTE suggests that the workers be certified by the California Department of Public Health (CDPH) & must comply with current HUD Guidelines and CDPH Title 17. Proper containment and clean up is mandatory. The work areas must pass a lead clearance test. Any additional work or changes that the Contractor believes will enhance the competitiveness of their bid may be added as an addendum to this form. Please fill out all the following information:

Company Name: Vizion's West, Inc.

Company Phone: 9519264166

Contact Person: Nichole Basile

Total Bid Amount: \$ ~~40,150.00~~ 19,250 Date 5/2/2017

Estimated Abatement Time: 14-21 Working Days

I Nichole Basile hereby agree to perform all lead based paint abatement work in compliance with the HUD Guidelines, CDPH Title 17 as well as any and all regulations governing lead abatement.

Nichole Basile Authorized Signature

**CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM**

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Catalina Rodriguez	APN No.:	
Address:	6336 Albany Street	Tel. No.:	(323) 819-1036
City:	Huntington Park 90255	Date:	April 27, 2017

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Replace 7 exterior vents	\$	1400.00
	TOTAL	\$	1400.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. INSPECTIONS

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. WARRANTY

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. MATERIAL AND LABOR LIEN RELEASES

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF HUNTINGTON PARK TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE; THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Homeowner Signature:	Date:
Homeowner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License.

It is further agreed that if awarded this contract, 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 7-10 calendar days.

Contractor: Vizion's West, Inc.	Lic. No. & Class: 812067: B, C21, C22, C33, ASB, HAZ
Signature: <i>Nichole Basile</i>	Phone No.: 9519264166
Address: 26025 Newport Road SUite A 220, Menifee CA 92584	

**City of Huntington Park
List of Funds**

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBP HCP-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

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
7-ELEVEN #26628-C	0002099	111-0000-228.70-00	Business License Refund	7.86
				\$7.86
AAA ELECTRICAL SUPPLY INC	302578-00	535-8090-452.61-20	Dept Supplies & Expense	173.01
				\$173.01
ACE INDUSTRIAL SUPPLY INC	1607567	111-7022-421.61-24	Patrol Admin Volunteers	869.53
				\$869.53
ACOSTA, JUAN	4239-22408	681-0000-228.70-00	Deposit Refunds	10.00
	4271-22414	681-0000-228.70-00	Deposit Refunds	20.00
				\$30.00
ADAMSON POLICE PRODUCTS	INV242659	229-7010-421.74-10	Equipment	4,658.85
				\$4,658.85
ADT SECURITY	621032193	111-8023-451.56-41	Contractual Srvc - Other	151.21
				\$151.21
AFSCME COUNCIL 36	PPE 5/07/2017	802-0000-217.60-10	Association Dues	727.32
				\$727.32
AGAPE PAINTING & MAINTENANCE	42417	111-8010-431.74-10	Equipment	9,240.00
				\$9,240.00
AIR-TECH ENVIRONMENTAL, INC	33431	111-8022-419.43-10	Buildings - O S & M	1,650.00
				\$1,650.00
ALBERTINA LANDAVERDE	62869/63823	111-0000-228.20-00	Rec Deposit Refund	500.00
				\$500.00
ALL CITY MANAGEMENT SERVICES	48320	111-7022-421.56-41	Contractual Srvc - Other	5,815.74
				\$5,815.74
AMERICAN CELEBRATIONS	174091	111-0110-411.61-20	Dept Supplies & Expense	39.84
				\$39.84
AMERICAN EXPRESS	04000502098	111-0110-411.61-20	Dept Supplies & Expense	38.47
	000060763	111-0110-411.66-05	Council Meeting Expenses	35.72
	000080453	111-0110-411.66-05	Council Meeting Expenses	54.98
	00010006239	111-0110-411.66-05	Council Meeting Expenses	78.14
	00085607012	111-0110-411.66-05	Council Meeting Expenses	13.02
	00490100003	111-0110-411.66-05	Council Meeting Expenses	24.98
	06841176	111-0110-411.66-05	Council Meeting Expenses	113.93
	07055214	111-0110-411.66-05	Council Meeting Expenses	77.89
	260577	111-0110-411.66-05	Council Meeting Expenses	100.38
	75560046	111-0110-411.66-05	Council Meeting Expenses	22.50
	UV2PLW	111-0110-411.66-05	Council Meeting Expenses	16.35
	10000034221	111-0210-413.59-15	Professional Development	600.00
	40031	111-0210-413.59-15	Professional Development	23.45
	IN5YTY	111-0210-413.59-15	Professional Development	75.00
	00010006239	111-0210-413.61-20	Dept Supplies & Expense	42.98
	04000502098	111-0210-413.61-20	Dept Supplies & Expense	38.47

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	06841176	111-0210-413.61-20	Dept Supplies & Expense	25.10
	17136215	111-0210-413.61-20	Dept Supplies & Expense	-37.98
	UV2PLW	111-0210-413.61-20	Dept Supplies & Expense	16.35
	085807855	111-0210-413.74-10	Equipment	489.36
	0006403	111-0230-413.61-20	Dept Supplies & Expense	22.99
	0006404	111-0230-413.61-20	Dept Supplies & Expense	2.09
	10156320170	111-0230-413.61-20	Dept Supplies & Expense	46.87
	506954	111-0230-413.61-20	Dept Supplies & Expense	46.35
	520284	111-0230-413.61-20	Dept Supplies & Expense	52.00
	525107	111-0230-413.61-20	Dept Supplies & Expense	80.00
	000059051	111-4010-431.59-15	Professional Development	10.97
	0009501	111-4010-431.59-15	Professional Development	11.31
	020ANG9LCBL	111-4010-431.59-15	Professional Development	9.95
	6192262233	111-4010-431.59-15	Professional Development	16.52
	85309607083	111-4010-431.59-15	Professional Development	32.62
	INQCHR	111-4010-431.59-15	Professional Development	1.13
	11	111-5010-419.59-15	Professional Development	35.89
	033353389	111-5010-419.61-20	Dept Supplies & Expense	15.00
	8651157	111-5010-419.61-20	Dept Supplies & Expense	41.60
	03/01/17	111-5030-465.54-00	Advertising & Publications	100.00
	8433326347	111-5030-465.54-00	Advertising & Publications	1,200.00
	100000346255	111-7010-421.59-15	Professional Development	80.00
	100000595281	111-7010-421.59-15	Professional Development	75.00
	100000690789	111-7010-421.59-15	Professional Development	195.00
	100000690847	111-7010-421.59-15	Professional Development	75.00
	151566	111-7010-421.59-15	Professional Development	700.98
	000029446	111-7010-421.61-20	Dept Supplies & Expense	76.99
	64044	111-7010-421.61-20	Dept Supplies & Expense	1,251.88
	64270	111-7010-421.61-20	Dept Supplies & Expense	188.22
	64517	111-7010-421.61-20	Dept Supplies & Expense	123.50
	82451000703	111-7010-421.61-20	Dept Supplies & Expense	149.00
	00098815	111-7030-421.61-20	Dept Supplies & Expense	100.00
	00210408	111-7030-421.61-20	Dept Supplies & Expense	25.60
	0315630	111-7030-421.61-20	Dept Supplies & Expense	39.00
	5229294087	111-7030-421.61-20	Dept Supplies & Expense	49.00
	5230996030	111-7030-421.61-20	Dept Supplies & Expense	41.32
	5264579695	111-7030-421.61-20	Dept Supplies & Expense	61.67
	99999997067	111-7030-421.61-20	Dept Supplies & Expense	60.13
	999999970873002	111-7030-421.61-20	Dept Supplies & Expense	42.40
	31099537082	111-7040-421.61-32	Dept Supplies Comm Center	115.00

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	18810037	111-8020-431.59-15	Professional Development	315.19
	INQCHR	111-8020-431.59-15	Professional Development	20.15
	00000005	111-9010-419.43-15	Financial Systems	575.00
	000040611	239-6060-466.61-20	Dept Supplies & Expense	59.24
	99999997075	239-6065-466.61-20	Dept Supplies & Expense	350.00
	18810037	681-8030-461.59-15	Professional Development	367.73
				\$8,711.38
AMERICAN FAMILY LIFE ASSURANCE	PPE 5/07/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58
AMERIGAS	3062265342	741-8060-431.43-20	Fleet Maintenance	156.60
				\$156.60
AMY G LIZARRAGA	62735/63625	111-0000-347.70-00	Facility Fees Refund	112.00
				\$112.00
APPERSON PRINT RESOURCES, INC	INV034970	111-7022-421.61-24	Patrol Admin Volunteers	1,141.88
				\$1,141.88
ARAMARK UNIFORM & CAREER APPAREL	532377943	741-8060-431.61-20	Dept Supplies & Expense	100.29
	532395078	741-8060-431.61-20	Dept Supplies & Expense	100.29
				\$200.58
ARROYO BACKGROUND INVESTIGATIONS	1233	111-7010-421.56-41	Contractual Srvc - Other	800.00
	1239	111-7010-421.56-41	Contractual Srvc - Other	1,350.00
				\$2,150.00
ASSOCIATED OF LOS ANGELES, INC.	S1125018.001	535-8016-431.61-45	Street Lighting Supplies	45.68
	S1125745.001	535-8016-431.61-45	Street Lighting Supplies	173.74
	S1126334.001	535-8016-431.61-45	Street Lighting Supplies	86.87
	S1126334.002	535-8016-431.61-45	Street Lighting Supplies	86.87
				\$393.16
AT&T	000009581375	111-9010-419.53-10	Telephone & Wireless	19.67
				\$19.67
AT&T MOBILITY	433777X04142017	239-5055-419.53-10	Telephone & Wireless	289.29
				\$289.29
AT&T PAYMENT CENTER	4/20-5/19/2017	111-7010-421.53-10	Telephone & Wireless	108.96
				\$108.96
BENNETT LANDSCAPE	159936	111-8095-431.56-60	Contract Landscape Maint.	20,393.42
	159936	231-8010-415.56-41	Contractual Srvc - Other	273.25
				\$20,666.67
BLUE TARP FINANCIAL, INC.	37475056	741-8060-431.43-20	Fleet Maintenance	1,477.44
				\$1,477.44
BOB BARKER COMPANY INC.	WEB000478236	111-7022-421.61-24	Patrol Admin Volunteers	1,102.75
				\$1,102.75
BRIZUELA'S IRON WORK	0681	111-9010-419.74-10	Equipment	1,983.80
				\$1,983.80

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
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
	100000014951250	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
	100000014951243	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
	100000014951250	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
	100000014951235	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
	100000014946561	216-0230-413.23-06	Replacement Benefit IRC	608.49
	PPE 4/09/2017	802-0000-217.30-10	PERS	34,150.82
	PPE 4/23/2017	802-0000-217.30-10	PERS	33,839.14
	PPE 4/09/2017	802-0000-218.10-10	PERS Employer	57,072.54
	PPE 4/23/2017	802-0000-218.10-10	PERS Employer	56,769.09
				\$326,823.84
CALIFORNIA MARKETING INC	35489	111-0210-413.56-41	Contractual Srvc - Other	403.72
				\$403.72
CALPERS	04/14/2017	217-0230-413.28-00	Retiree Health Ins Premium	144,163.64
	04/14/2017	217-0230-413.56-41	Contractual Srvc - Other	486.60
	04/14/2017	746-0213-413.56-41	Contractual Srvc - Other	470.17
	04/14/2017	802-0000-217.50-10	Health Insurance	151,668.19
				\$296,788.60
CENTRAL BASIN MWD	HP-MAR17	681-8030-461.41-00	Water Purchase	102,474.65
				\$102,474.65
CENTRAL FORD	296489	741-8060-431.43-20	Fleet Maintenance	895.46
				\$895.46
CHARTER COMMUNICATIONS	5/7-6/6/17	111-7010-421.53-10	Telephone & Wireless	1,250.00
	5/01-5/31/17	111-9010-419.53-10	Telephone & Wireless	22.30
	5/02-5/01/17	111-9010-419.53-10	Telephone & Wireless	680.00
	5/1-5/30/17	121-7040-421.56-14	Welfare Inmate Fd Expense	221.16
				\$2,173.46
CHICAGO TITLE COMPANY	FCPF-0911608093	242-5050-463.57-30	HCDA Grant/Rebate	18.00
	FCPF-0911703055	242-5050-463.57-30	HCDA Grant/Rebate	15.00
	FCPF-0911703419	242-5050-463.57-30	HCDA Grant/Rebate	100.00
				\$133.00

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 5/07/2017	802-0000-217.30-30	Med Reimb 125	380.84
				\$380.84
CITY OF HUNTINGTON PARK GEA	PPE 5/07/2017	802-0000-217.60-10	Association Dues	140.05
				\$140.05
CLOSET FACTORY, INC	4/11/2017	229-7010-421.74-10	Equipment	19,525.00
				\$19,525.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 5/07/2017	802-0000-217.50-40	Life-Cancer Insurance	1,258.24
				\$1,258.24
CONTRERAS GARDEN SUPPLY	4/20/2017	111-8010-431.61-21	Materials	180.00
				\$180.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW17041008973	221-8014-429.56-41	Contractual Srvc - Other	309.58
				\$309.58
CWE	17455	111-8030-461.56-42	Storm Water WMP	40,580.00
				\$40,580.00
DA SILVA GUSTAVO	0002246	111-0000-228.70-00	Business License Refund	11.00
				\$11.00
DAILY JOURNAL CORPORATION	B2996144	111-5010-419.54-00	Advertising & Publications	235.20
				\$235.20
DAPEER, ROSENBLIT & LITVAK	13155	239-5055-419.32-50	Contractual Srv - Prosecu	1,830.00
	13157	239-5055-419.32-50	Contractual Srv - Prosecu	304.90
	13159	239-5055-419.32-50	Contractual Srv - Prosecu	206.00
	13160	239-5055-419.32-50	Contractual Srv - Prosecu	60.00
	13161	239-5055-419.32-50	Contractual Srv - Prosecu	206.00
	13162	239-5055-419.32-50	Contractual Srv - Prosecu	206.00
				\$2,812.90
DAPPER TIRE CO.	44401600	219-0250-431.43-21	Metro Transit O S & M	278.03
	44137419	741-8060-431.43-20	Fleet Maintenance	169.81
				\$447.84
DATA TICKET INC.	76819	111-5055-419.56-41	Contractual Srvc - Other	157.87
	78111	111-5055-419.56-41	Contractual Srvc - Other	21.87
	76819	239-5055-419.56-41	Contractual Srvc - Other	236.80
	78111	239-5055-419.56-41	Contractual Srvc - Other	32.80
				\$449.34
DATAPROSE, INC.	DP1602777	681-3022-415.53-20	Postage	1,289.98
	DP1602777	681-3022-415.56-41	Contractual Srvc - Other	912.82
				\$2,202.80
DAVE BANG ASSOCIATES, INC.	43170	535-8090-452.61-20	Dept Supplies & Expense	52.04
				\$52.04
DE LAGE LANDEN	53075294	111-9010-419.44-10	Rent (Incl Equip Rental)	1,793.61
	54344814	111-9010-419.44-10	Rent (Incl Equip Rental)	1,959.19
				\$3,752.80

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DHALI	8596	225-7120-421.74-10	Equipment	385.00
				\$385.00
DUBRALL, LEROY F	0002234	111-0000-228.70-00	Business License Refund	15.00
				\$15.00
ENTERPRISE FM TRUST	FBN3196279	226-9010-419.74-20	Vehicle Leases	1,957.61
	FBN3206125	226-9010-419.74-20	Vehicle Leases	1,861.45
	FBN3243182	226-9010-419.74-20	Vehicle Leases	1,736.95
	FBN3196279	229-7010-421.74-10	Equipment	126.06
	FBN3206125	229-7010-421.74-10	Equipment	126.06
	FBN3243182	229-7010-421.74-10	Equipment	126.06
				\$5,934.19
EXPRESS PIPE & SUPPLY CO., LLC	S101714344.002	111-8023-451.43-10	Buildings - O S & M	455.76
	S101779065.001	535-8090-452.61-20	Dept Supplies & Expense	68.52
				\$524.28
F&A FEDERAL CREDIT UNION	PPE 5/07/2017	802-0000-217.60-40	Credit Union	12,200.00
				\$12,200.00
FAIR HOUSING FOUNDATION	4/10/2017	239-5060-463.56-41	Contractual Srvc - Other	925.44
				\$925.44
FIRST CHOICE SERVICES	564752	111-9010-419.61-20	Dept Supplies & Expense	107.26
				\$107.26
GAGE PACIFIC, LLC	0009988	111-0000-228.70-00	Business License Refund	7.62
				\$7.62
GALARZA, APOLINAR	0004239	111-0000-228.70-00	Business License Refund	6.65
				\$6.65
GRAINGER	9407694190	741-8060-431.43-20	Fleet Maintenance	152.20
				\$152.20
HDL COREN & CONE	0023808-IN	111-9010-419.56-41	Contractual Srvc - Other	1,871.51
				\$1,871.51
HINDERLITER DE LLAMAS AND ASSOC	0027121-IN	111-9010-419.56-41	Contractual Srvc - Other	2,246.95
				\$2,246.95
HOME DEPOT - PUBLIC WORKS	1260281	111-0110-411.61-20	Dept Supplies & Expense	10.81
	1260281	111-0210-413.61-20	Dept Supplies & Expense	10.81
				\$21.62
HUNTINGTON PARK CAR WASH	2/1-2/28/17	741-8060-431.43-20	Fleet Maintenance	200.00
				\$200.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 5/07/2017	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 5/07/2017	802-0000-217.60-10	Association Dues	4,703.53
				\$4,703.53

CITY OF HUNTINGTON PARK

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HUNTINGTON PARK RUBBER STAMP CO.	RGC9811	111-0110-411.61-20	Dept Supplies & Expense	51.68
	RGC9867	111-0110-411.61-20	Dept Supplies & Expense	13.70
	RGC9996	111-0110-411.61-20	Dept Supplies & Expense	54.32
	RGC9456	111-0125-413.61-15	Special Supplies	128.95
				\$248.65
IMPACT TIRE SERVICE	1884	219-0250-431.43-21	Metro Transit O S & M	20.00
	6449	219-0250-431.43-21	Metro Transit O S & M	25.00
	6477	219-0250-431.43-21	Metro Transit O S & M	25.00
	6558	219-0250-431.43-21	Metro Transit O S & M	193.95
	6518	741-8060-431.43-20	Fleet Maintenance	410.00
	6522	741-8060-431.43-20	Fleet Maintenance	40.00
	6531	741-8060-431.43-20	Fleet Maintenance	40.00
	6540	741-8060-431.43-20	Fleet Maintenance	40.00
	6542	741-8060-431.43-20	Fleet Maintenance	40.00
	6543	741-8060-431.43-20	Fleet Maintenance	40.00
	6560	741-8060-431.43-20	Fleet Maintenance	40.00
	6562	741-8060-431.43-20	Fleet Maintenance	40.00
	6563	741-8060-431.43-20	Fleet Maintenance	40.00
				\$993.95
INTER VALLEY POOL SUPPLY, INC	94173	681-8030-461.41-00	Water Purchase	207.98
	94174	681-8030-461.41-00	Water Purchase	249.58
	94175	681-8030-461.41-00	Water Purchase	133.11
	94458	681-8030-461.41-00	Water Purchase	249.58
	94459	681-8030-461.41-00	Water Purchase	249.58
	94460	681-8030-461.41-00	Water Purchase	129.78
				\$1,219.61
J & S CIRCUIT BREAKERS, INC.	0000070366	535-8016-431.61-45	Street Lighting Supplies	75.00
	0000070402	535-8016-431.61-45	Street Lighting Supplies	48.94
				\$123.94
JACK'S MUFFLER SERVICE	7390	219-0250-431.43-21	Metro Transit O S & M	104.82
	7381	741-8060-431.43-20	Fleet Maintenance	221.38
				\$326.20
JCL TRAFFIC	90349	111-8012-429.61-20	Dept Supplies & Expense	436.88
	90396	221-8012-429.61-20	Dept Supplies & Expense	346.64
				\$783.52
JDS TANK TESTING & REPAIR INC	10035	741-8060-431.43-20	Fleet Maintenance	135.00
	10229	741-8060-431.43-20	Fleet Maintenance	516.63
				\$651.63
JERRY'S AUTO BODY, INC.	30491	741-8060-431.43-20	Fleet Maintenance	239.64
				\$239.64
JESSENIA CASTILLO	63195/63748	111-0000-347.20-00	Deposit Refunds	35.00
				\$35.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JIR PROPERTIES	0010596	111-0000-228.70-00	Business License Refunds	11.00
				\$11.00
JK CONSTRUCTION	1143	239-5070-463.56-52	Contract Home Repairs	192.55
	1130	242-5050-463.57-30	HCDCA Grant/Rebate	2,236.25
				\$2,428.80
JOEL GORDILLO	4/4/2017	111-1010-411.56-41	Contractual Srvc - Other	1,650.00
				\$1,650.00
JOSE A CORONA JR	HP110001180	111-0000-351.10-10	Citations	54.00
				\$54.00
JOSE ARIEL GONZALEZ	63537/63822	111-0000-228.20-00	Rec Deposit Refund	200.00
				\$200.00
KARINA MUNOZ	63053/63821	111-0000-228.20-00	Rec Deposit Refund	500.00
				\$500.00
KEVIN AGUILAR	3/30/17	111-5055-419.59-15	Professional Development	92.00
	4/10-4/14/17	239-5055-419.59-15	Professional Development	143.90
				\$235.90
KEYSTONE UNIFORM DEPOT	063585	111-7022-421.61-24	Patrol Admin Volunteers	1,397.55
	063607	111-7022-421.61-24	Patrol Admin Volunteers	1,857.92
				\$3,255.47
KONICA MINOLTA PREMIER FINANCE	245118161	111-7040-421.44-10	Rent (Incl Equip Rental)	57.60
	245118163	111-7040-421.44-10	Rent (Incl Equip Rental)	205.41
				\$263.01
LA COUNTY SHERIFF'S DEPT	173170SS	111-7022-421.56-41	Contractual Srvc - Other	1,187.80
				\$1,187.80
LAINEZ, BEATRIZ	22255-22052	681-0000-228.70-00	Deposit Refunds	184.44
				\$184.44
LAKESHORE LEARNING MATERIALS	109427	111-6020-451.61-35	Recreation Supplies	124.94
				\$124.94
LAN WAN ENTERPRISE, INC	57920	111-1010-411.74-10	Equipment	417.83
	57638	111-7010-421.61-20	Dept Supplies & Expense	42.34
	57812	111-7030-421.56-41	Contractual Srvc - Other	1,323.95
	57966	229-7010-421.74-10	Equipment	26,848.37
	58016	681-8030-461.74-10	Equipment	1,750.76
				\$30,383.25
LB JOHNSON HARDWARE CO #1	688979	111-8020-431.43-10	Buildings - O S & M	38.05
	688770	111-8022-419.43-10	Buildings - O S & M	34.77
	688523	111-9010-419.74-10	Equipment	92.31
	688632	111-9010-419.74-10	Equipment	115.31
	688763	111-9010-419.74-10	Equipment	54.31
	688473	535-8090-452.61-20	Dept Supplies & Expense	72.79
				\$407.54

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LEE ANDREWS GROUP, INC	2017071	111-0210-413.56-41	Contractual Srvc - Other	7,400.00
				\$7,400.00
LEE, TOM S	17-00000226	111-0000-228.70-00	Business License Refund	11.51
				\$11.51
LEXIPOL LLC	20222	111-7010-421.56-41	Contractual Srvc - Other	4,900.00
				\$4,900.00
LGP EQUIPMENT RENTALS INC	38761	111-6010-451.56-41	Contractual Srvc - Other	1,962.00
	38783	111-6010-451.56-41	Contractual Srvc - Other	1,637.59
	100116	111-8012-429.61-20	Dept Supplies & Expense	598.12
				\$4,197.71
LONG BEACH BMW	142142	741-8060-431.43-20	Fleet Maintenance	341.39
	25463	741-8060-431.43-20	Fleet Maintenance	104.00
	25464	741-8060-431.43-20	Fleet Maintenance	3,618.81
				\$4,064.20
MARIA PRECIADO	10105928	285-8050-432.61-20	Dept Supplies & Expense	25.47
	5/3/17	287-8057-432.59-15	Professional Development	25.00
				\$50.47
MARTIN LOPEZ	21863-24690	681-0000-228.70-00	Deposit Refunds	300.00
				\$300.00
MARX BROS FIRE EXTINGUISHER CO INC.	E30161	111-8023-451.56-41	Contractual Srvc - Other	82.50
				\$82.50
MAYWOOD MUTUAL WATER COMPANY, NO. 1	2/21-4/24/17	111-8023-451.62-10	Heat Light Water & Power	1,062.40
				\$1,062.40
MERRIMAC ENERGY GROUP	2170994	111-8060-431.62-30	Metro Transit Fuel & Oil	10,560.00
	2170994	219-0250-431.62-30	Metro Transit Fuel & Oil	9,143.63
				\$19,703.63
METRO TRANSIT SERVICES	201703-DAR-A	219-0250-431.57-70	Recreation Transit	415.00
				\$415.00
MIGUEL JESUS GUERRERO	1	681-8030-461.56-41	Contractual Srvc - Other	3,250.00
				\$3,250.00
MIRACLE RECREATION EQUIPMENT	785198	535-8090-452.61-20	Dept Supplies & Expense	1,067.95
				\$1,067.95
MKTG	0020070	111-0000-228.70-00	Business License Refund	30.00
				\$30.00
MOTOPOST USA	145565	111-7022-421.61-29	Dept Supplies Traffic	388.80
				\$388.80
MOTOROLA INC	10032	741-8060-431.43-20	Fleet Maintenance	1,868.53
	10007	741-8060-431.56-41	Contractual Srvc - Other	91.00
				\$1,959.53
MR. HOSE INC.	121815	741-8060-431.43-20	Fleet Maintenance	173.00
				\$173.00

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NAPA PARTS WHOLESALE	213961	219-0250-431.43-21	Metro Transit O S & M	166.09
	158054	741-8060-431.43-20	Fleet Maintenance	-23.97
	205913	741-8060-431.43-20	Fleet Maintenance	-425.73
	210190	741-8060-431.43-20	Fleet Maintenance	115.23
	210719	741-8060-431.43-20	Fleet Maintenance	81.98
	213452	741-8060-431.43-20	Fleet Maintenance	124.34
	213938	741-8060-431.43-20	Fleet Maintenance	389.60
				\$427.54
NATION WIDE RETIREMENT SOLUTIONS	PPE 5/07/2017	802-0000-217.40-10	Deferred Compensation	17,311.91
				\$17,311.91
NATIONWIDE ENVIRONMENTAL SERVICES	28420	111-8030-461.56-42	Storm Water WMP	8,874.00
				\$8,874.00
NIXON-EGLI EQUIPMENT CO	P21929	741-8060-431.43-20	Fleet Maintenance	91.56
	P21999	741-8060-431.43-20	Fleet Maintenance	99.02
				\$190.58
O'REILLY AUTO PARTS	2959-182245	219-0250-431.43-21	Metro Transit O S & M	104.85
	2959-200147	219-0250-431.43-21	Metro Transit O S & M	39.56
	2959-202497	219-0250-431.43-21	Metro Transit O S & M	337.94
	2959-202506	219-0250-431.43-21	Metro Transit O S & M	40.81
	2959-218579	219-0250-431.43-21	Metro Transit O S & M	22.83
	2959-222110	219-0250-431.43-21	Metro Transit O S & M	22.83
	2959-222111	219-0250-431.43-21	Metro Transit O S & M	81.41
	2959-222142	219-0250-431.43-21	Metro Transit O S & M	-70.69
	2959-224678	219-0250-431.43-21	Metro Transit O S & M	143.31
	2959-227374	219-0250-431.43-21	Metro Transit O S & M	118.74
	2959-228160	219-0250-431.43-21	Metro Transit O S & M	40.29
	2959-230142	219-0250-431.43-21	Metro Transit O S & M	62.97
	2959-230292	219-0250-431.43-21	Metro Transit O S & M	106.14
OEM AUTO PAINT SUPPLIES	100340	535-8090-452.61-20	Dept Supplies & Expense	65.25
				\$65.25
OK PRINTING DESIGN & DIGITAL PRINT	394	111-0110-411.61-20	Dept Supplies & Expense	425.25
	416	111-1010-411.61-20	Dept Supplies & Expense	47.25
	404	111-5010-419.61-20	Dept Supplies & Expense	93.60
				\$566.10
PARROQUIA SAGRADA FAMILIA	17-00017548	111-0000-228.70-00	Business License Refund	9.00
				\$9.00
PATRICIA GALARZA-CALDERON	62733/63824	111-0000-228.20-00	Deposit Refunds	500.00
				\$500.00
PEERLESS MATERIALS CO.,LLC	64022	741-8060-431.43-20	Fleet Maintenance	108.75
				\$108.75

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PEREZ, ARTURO	20333-6996	681-0000-228.70-00	Deposit Refunds	79.82
				\$79.82
PITNEY BOWES INC.	1003932190	111-9010-419.44-10	Rent (Incl Equip Rental)	285.55
	1003932191	111-9010-419.44-10	Rent (Incl Equip Rental)	19.99
				\$305.54
PRUDENTIAL OVERALL SUPPLY	509937454	111-6010-451.56-41	Contractual Srvc - Other	122.91
	50989843	111-7010-421.61-20	Dept Supplies & Expense	18.94
	50974751	111-8022-419.43-10	Buildings - O S & M	30.07
	50979783	111-8022-419.43-10	Buildings - O S & M	30.07
	50984858	111-8022-419.43-10	Buildings - O S & M	30.07
	50989844	111-8022-419.43-10	Buildings - O S & M	30.07
				\$262.13
QUALITY CODE PUBLISHING LLC	2017-115	111-1010-411.56-41	Contractual Srvc - Other	2,942.98
				\$2,942.98
READYREFRESH	07D0034574871	111-7010-421.61-20	Dept Supplies & Expense	214.38
				\$214.38
RESOURCE BUILDING MATERIALS	2124281	535-8090-452.61-20	Dept Supplies & Expense	1,298.64
				\$1,298.64
RICOH USA, INC.	5048105646	111-6010-451.56-41	Contractual Srvc - Other	143.38
				\$143.38
SAFETY KLEEN	73199268	741-8060-431.43-20	Fleet Maintenance	581.99
				\$581.99
SALVATION ARMY	4/17/2017	239-5210-463.57-85	Salvation Army Southeast	4,000.00
				\$4,000.00
SANCHEZ AWARDS	986	111-0110-411.61-20	Dept Supplies & Expense	146.81
				\$146.81
SANTA FE BUILDING MAINTENANCE	15870	111-0240-466.61-20	Dept Supplies & Expense	200.00
				\$200.00
SC FUELS	3308700	741-8060-431.62-30	Metro Transit Fuel & Oil	19,488.22
				\$19,488.22
SEVERN TRENT ENVIRONMENTAL SERVICES	18760	283-8040-432.56-41	Contractual Srvc - Other	11,748.30
	19633	283-8040-432.56-41	Contractual Srvc - Other	11,748.30
	18760	681-8030-461.56-41	Contractual Srvc - Other	92,364.37
	19633	681-8030-461.56-41	Contractual Srvc - Other	92,364.37
				\$208,225.34
SINALOA 2000, INC	0019760	111-0000-228.70-00	Business License Refund	30.00
				\$30.00
SMART & FINAL	057046	111-6020-451.61-35	Recreation Supplies	60.24
	057045	239-6065-466.61-20	Dept Supplies & Expense	146.06
				\$206.30
SOURCE ONE OFFICE PRODUCTS, INC.	WO-29369-1	111-3010-415.61-20	Dept Supplies & Expense	43.71
				\$43.71

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTH COAST AIR QUALITY MGMT DISTR.	3083535	111-8024-421.56-41	Contractual Srvc - Other	354.86
	3086499	111-8024-421.56-41	Contractual Srvc - Other	124.35
	3083699	741-8060-431.43-20	Fleet Maintenance	354.86
	3086923	741-8060-431.43-20	Fleet Maintenance	124.35
				\$958.42
SOUTHERN CALIFORNIA EDISON	2/6-3/8/17	111-8014-429.62-10	Heat Light Water & Power	3,015.99
	3/8-4/6/17	111-8014-429.62-10	Heat Light Water & Power	42.82
	2/16-3/20/17	111-8020-431.62-10	Heat Light Water & Power	1,051.98
	3/20-4/19/17	111-8020-431.62-10	Heat Light Water & Power	916.93
	2/1-3/8/17	111-8023-451.62-10	Heat Light Water & Power	4,728.32
	3/1-4/6/17	111-8023-451.62-10	Heat Light Water & Power	28,969.69
	2/1-3/8/17	111-8024-421.62-10	Heat Light Water & Power	1,135.62
	2/22-3/23/17	111-8024-421.62-10	Heat Light Water & Power	767.52
	3/1-4/6/17	111-8024-421.62-10	Heat Light Water & Power	1,137.70
	3/18-4/16/17	111-8024-421.62-10	Heat Light Water & Power	3,127.63
	3/8-4/24/17	111-8024-421.62-10	Heat Light Water & Power	748.42
	3/7-4/5/17	231-8010-415.62-10	Heat Light Water & Power	574.45
	2/27-3/28/17	535-8016-431.62-10	Heat Light Water & Power	36.21
	2/3-4/5/17	535-8016-431.62-10	Heat Light Water & Power	27,288.02
	3/28-4/27/17	535-8016-431.62-10	Heat Light Water & Power	35.00
	2/1-3/8/17	681-8030-461.62-20	Power Gas & Lubricants	7,390.24
	2/3-4/5/17	681-8030-461.62-20	Power Gas & Lubricants	8,899.64
3/1-4/6/17	681-8030-461.62-20	Power Gas & Lubricants	10,286.83	
				\$100,753.01
SPARKLETTS	15142085 042717	111-0110-411.61-20	Dept Supplies & Expense	109.30
	15142085 042717	111-0210-413.61-20	Dept Supplies & Expense	109.30
				\$218.60
ST FRANCIS, LLC.	1661008	221-8014-429.56-41	Contractual Srvc - Other	2,795.25
	1661013	221-8014-429.56-41	Contractual Srvc - Other	4,866.25
	1661014	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661015	221-8014-429.56-41	Contractual Srvc - Other	5,859.25
	1661016	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661018	221-8014-429.56-41	Contractual Srvc - Other	2,301.00
	1661019	221-8014-429.56-41	Contractual Srvc - Other	3,952.75
	1661020	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
				\$33,598.50
STAPLES ADVANTAGE	17873525001	111-6020-451.61-35	Recreation Supplies	61.40
	17873527001	111-6020-451.61-35	Recreation Supplies	92.39
				\$153.79
STAPLES CREDIT PLAN	23293	246-5098-463.61-20	Dept Supplies & Expense	27.18
	65970	246-5098-463.61-20	Dept Supplies & Expense	479.00
	72266	246-5098-463.61-20	Dept Supplies & Expense	96.19
				\$602.37

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STATE WATER RESOURCES CONTROL	LW-1009562	681-8030-461.42-05	Permits & Fees	21,094.00
				\$21,094.00
SUNSET VANS INC.	11944	219-0250-431.43-21	Metro Transit O S & M	140.00
				\$140.00
SUPERIOR COURT OF CALIFORNIA	MAR-17	111-3010-415.56-10	Parking Citation Surcharg	30,940.75
				\$30,940.75
SUSAN CRUM	016569	111-0110-411.66-05	Council Meeting Expenses	14.14
	044548	111-0110-411.66-05	Council Meeting Expenses	55.18
	8181541	111-0110-411.66-05	Council Meeting Expenses	119.52
	40007393	111-0240-466.61-20	Dept Supplies & Expense	105.88
				\$294.72
TELEWORKS	15621	111-9010-419.53-10	Telephone & Wireless	331.25
	15632	111-9010-419.53-10	Telephone & Wireless	5,070.00
				\$5,401.25
THE GAS COMPANY	2/3/17-3/7/17	111-8020-431.62-10	Heat Light Water & Power	376.95
	2/3/17-3/7/17	111-8022-419.62-10	Heat Light Water & Power	523.19
	2/3/17-3/7/17	111-8023-451.62-10	Heat Light Water & Power	241.47
	2/3/17-3/7/17	111-8024-421.62-10	Heat Light Water & Power	561.66
	2/3/17-3/7/17	681-8030-461.62-20	Power Gas & Lubricants	91.42
				\$1,794.69
TNVC, INC	334189-G	229-7010-421.74-10	Equipment	1,443.47
				\$1,443.47
TRAFFIC PARTS	440298	221-8014-429.74-10	Equipment	515.00
				\$515.00
TRANSTECH ENGINEERS, INC.	20171212	111-4010-431.56-62	Contract Engineer Service	3,825.00
	20171213	111-4010-431.56-62	Contract Engineer Service	2,340.00
	20171214	111-4010-431.56-62	Contract Engineer Service	270.00
	20171235	111-4010-431.56-62	Contract Engineer Service	1,710.00
	20171236	111-4010-431.56-62	Contract Engineer Service	1,215.00
	20171237	111-4010-431.56-62	Contract Engineer Service	1,260.00
	20171238	111-4010-431.56-62	Contract Engineer Service	1,170.00
	20171239	111-4010-431.56-62	Contract Engineer Service	1,260.00
	20171240	111-4010-431.56-62	Contract Engineer Service	215.00
	20171408	111-4010-431.56-62	Contract Engineer Service	8,405.00
	20171412	111-4010-431.56-62	Contract Engineer Service	360.00
	20171413	111-4010-431.56-62	Contract Engineer Service	90.00
	20171414	111-4010-431.56-62	Contract Engineer Service	540.00
	20171415	111-4010-431.56-62	Contract Engineer Service	900.00
	20171416	111-4010-431.56-62	Contract Engineer Service	720.00
	20171417	111-4010-431.56-62	Contract Engineer Service	900.00
	20171418	111-4010-431.56-62	Contract Engineer Service	720.00
20171419	111-4010-431.56-62	Contract Engineer Service	45.00	

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TRANSTECH ENGINEERS, INC.	20171420	111-4010-431.56-62	Contract Engineer Service	45.00
	20171421	111-4010-431.56-62	Contract Engineer Service	45.00
	20171422	111-4010-431.56-62	Contract Engineer Service	180.00
	20171423	111-4010-431.56-62	Contract Engineer Service	45.00
	20171426	111-4010-431.56-62	Contract Engineer Service	1,575.00
	20171430	111-4010-431.56-62	Contract Engineer Service	14,709.69
	20171431	111-4010-431.56-62	Contract Engineer Service	2,340.00
	20171432	111-4010-431.56-62	Contract Engineer Service	360.00
	20171434	111-4010-431.56-62	Contract Engineer Service	900.00
	20171435	111-4010-431.56-62	Contract Engineer Service	990.00
	20171436	111-4010-431.56-62	Contract Engineer Service	1,080.00
	20171472	111-8010-431.56-41	Contractual Srvc - Other	5,395.00
	20171474	111-8010-431.56-41	Contractual Srvc - Other	180.00
	20171476	111-8010-431.56-41	Contractual Srvc - Other	1,080.00
	20171477	111-8010-431.56-41	Contractual Srvc - Other	990.00
	20171478	111-8010-431.56-41	Contractual Srvc - Other	1,170.00
	20171479	111-8010-431.56-41	Contractual Srvc - Other	270.00
	20171481	111-8010-431.56-41	Contractual Srvc - Other	1,080.00
	20171482	111-8010-431.56-41	Contractual Srvc - Other	630.00
	20171483	111-8010-431.56-41	Contractual Srvc - Other	270.00
	20171484	111-8010-431.56-41	Contractual Srvc - Other	180.00
	20171485	111-8010-431.56-41	Contractual Srvc - Other	360.00
	20171486	111-8010-431.56-41	Contractual Srvc - Other	540.00
	20171487	111-8010-431.56-41	Contractual Srvc - Other	180.00
	20171488	111-8010-431.56-41	Contractual Srvc - Other	391.00
	20171489	111-8010-431.56-41	Contractual Srvc - Other	365.90
	20171490	111-8010-431.56-41	Contractual Srvc - Other	360.00
	20171491	111-8010-431.56-41	Contractual Srvc - Other	330.00
	20171492	111-8010-431.56-41	Contractual Srvc - Other	405.00
	20171495	111-8010-431.56-41	Contractual Srvc - Other	13,666.86
	20171496	111-8010-431.56-41	Contractual Srvc - Other	2,700.00
	20171497	111-8010-431.56-41	Contractual Srvc - Other	450.00
	20171498	111-8010-431.56-41	Contractual Srvc - Other	270.00
20171499	111-8010-431.56-41	Contractual Srvc - Other	1,080.00	
20171500	111-8010-431.56-41	Contractual Srvc - Other	495.00	
20171501	111-8010-431.56-41	Contractual Srvc - Other	720.00	
20171502	111-8010-431.56-41	Contractual Srvc - Other	495.00	
20171503	111-8010-431.56-41	Contractual Srvc - Other	585.00	
20171504	111-8010-431.56-41	Contractual Srvc - Other	1,440.00	
				\$84,293.45

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TYCO INTEGRATED SECURITY LLC	28442999	111-8022-419.56-41	Contractual Srvc - Other	16.26
				\$16.26
U.S. BANK	PPE 5/07/2017	802-0000-217.30-20	PARS	4,092.87
	PPE 5/07/2017	802-0000-218.10-05	PARS EMPLOYER	13,852.66
				\$17,945.53
VALLEY BUSINESS PRINTERS, INC	48779	111-0210-413.56-41	Contractual Srvc - Other	1,161.00
				\$1,161.00
VERIZON WIRELESS	9784077480	111-0110-411.53-10	Telephone & Wireless	543.87
	9784077480	111-0210-413.53-10	Telephone & Wireless	105.42
	9784077480	111-6010-419.53-10	Telephone & Wireless	117.39
	9784077480	111-9010-419.53-10	Telephone & Wireless	25.52
				\$792.20
VICTOR SMOG TEST CENTER	37284	741-8060-431.43-20	Fleet Maintenance	33.00
	37297	741-8060-431.43-20	Fleet Maintenance	33.00
	37349	741-8060-431.43-20	Fleet Maintenance	33.00
	37355	741-8060-431.43-20	Fleet Maintenance	33.00
	37384	741-8060-431.43-20	Fleet Maintenance	33.00
				\$165.00
VIGILANT SOLUTIONS, LLC	9677 RI	111-7022-421.56-41	Contractual Srvc - Other	400.00
				\$400.00
VISION SERVICE PLAN-CA	4/17/17	802-0000-217.50-30	Vision Insurance	4,283.52
				\$4,283.52
VORTEX INDUSTRIES	03-1127551-1	111-8023-451.43-10	Buildings - O S & M	1,869.87
				\$1,869.87
VULCAN MATERIALS COMPANY	71381471	111-8010-431.61-21	Materials	119.57
	71382962	111-8010-431.61-21	Materials	81.02
	71384999	111-8010-431.61-21	Materials	765.35
	71385000	111-8010-431.61-21	Materials	79.51
	71422940	111-8010-431.61-21	Materials	729.80
	71422941	111-8010-431.61-21	Materials	231.43
				\$2,006.68
WALTERS WHOLESALE ELECTRIC COMPANY	S107772937.001	111-9010-419.74-10	Equipment	1,534.41
	S107772937.002	111-9010-419.74-10	Equipment	196.12
	S107772937.003	111-9010-419.74-10	Equipment	94.59
	S107772937.006	111-9010-419.74-10	Equipment	31.80
	S107772937.007	111-9010-419.74-10	Equipment	53.64
	S107132998.001	535-8016-431.61-45	Street Lighting Supplies	1,737.54
	S107412249.001	535-8016-431.61-45	Street Lighting Supplies	68.07
	S107557600.001	535-8016-431.61-45	Street Lighting Supplies	214.02
	S107574238.001	535-8016-431.61-45	Street Lighting Supplies	58.73
	S107574238.002	535-8016-431.61-45	Street Lighting Supplies	6.53
	S107678591.001	535-8016-431.61-45	Street Lighting Supplies	363.11

CITY OF HUNTINGTON PARK

DEMAND REGISTER

5-16-2017

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO	24692163Q0069J2	111-0110-411.66-05	Council Meeting Expenses	22.50
	24692163Q0069J7	111-0110-411.66-05	Council Meeting Expenses	30.00
	24692163Q0069J8	111-0110-411.66-05	Council Meeting Expenses	155.00
	24692163Q0069J2	111-0210-413.61-20	Dept Supplies & Expense	22.50
	2469216300087H4	111-0240-466.59-15	Professional Development	2,697.00
	24906413J13ZX1N	111-9010-419.43-15	Financial Systems	105.00
				\$3,032.00
WELLS FARGO BANK-FIT	PPE 5/07/2017	802-0000-217.20-10	Federal W/Holding	77,236.73
				\$77,236.73
WELLS FARGO BANK-MEDICARE	PPE 5/07/2017	802-0000-217.10-10	Medicare	8,290.52
				\$8,290.52
WELLS FARGO BANK-SIT	PPE 5/07/2017	802-0000-217.20-20	State W/Holding	23,312.42
				\$23,312.42
XEROX CORPORATION	088688853	111-8020-431.43-05	Office Equip - O S & M	100.00
	088688853	285-8050-432.43-05	Office Equip - O S & M	497.75
	088688853	681-8030-461.43-05	Office Equip - O S & M	497.75
				\$1,095.50
YBF MANAGEMENT, LLC	17-00000444	111-0000-228.70-00	Business License Refund	6.00
				\$6.00
YOLANDA HINOJOSA DE GOMEZ	1287	111-6020-451.61-35	Recreation Supplies	28.00
	915703	111-6020-451.61-35	Recreation Supplies	50.00
				\$78.00
				\$1,684,055.89

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, May 16, 2017

REGULAR AGENDA

OFFICE OF THE CITY CLERK

7. **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. Youth Commission (Each Council Member appoints two (2))



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

May 16, 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 RENEWAL OF CONTRACT SERVICES AGREEMENT WITH HILDA ESTRADA, FOR SPANISH TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS AND RELATED CITY EVENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of agreement with Hilda Estrada, Independent Contractor for Spanish translation services for regular city council meetings, special city council meetings and other city meetings or events for an additional two (2) years at an amount not to exceed \$20,000 per year; and
2. Authorize City Manager to execute agreement.

BACKGROUND

The City Council on August 3, 2015, approved a two (2) year contract for translation services with Hilda Estrada. Staff went out for RFP and received three proposals. Ms. Estrada was the lowest bidder. The term of the contract is set to expire August 3, 2017. Staff is requesting to renew the contract for an additional two (2) years commencing on August 3, 2017 to August 3, 2019.

FISCAL IMPACT/FINANCING

Funding of \$20,000 was included in the City Clerk's FY 2016-17 budget in account number 111-0110-411.56-41 for contractual services and funding of \$20,000 has been budgeted for FY 2017-2018 for contractual services in account number 111-0110-411.56-41.

APPROVE RENEWAL OF AGREEMENT WITH HILDA ESTRADA, FOR SPANISH TRANSLATION SERVICES FOR CITY COUNCIL MEETINGS AND RELATED CITY EVENTS

May 16, 2017

Page 2 of 2

CONCLUSION

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Donna G. Schwartz
City Clerk

ATTACHMENT(S)

A. Renewal Agreement



SPANISH TRANSLATION SERVICES RENEWAL AGREEMENT

THIS CONTRACT SERVICES RENEWAL AGREEMENT (“Agreement”) is made and entered by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and Hilda Estrada (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. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Contractor was retained to provide Spanish translation services for the City:

WHEREAS, on or about August 3, 2015, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Spanish Translation Services Agreement) (hereinafter, the “Agreement”) which is attached hereto as Exhibit “A”;

WHEREAS, staff request to amend Agreement to renew the contract for an additional two (2) years commencing from the effective date of August 8, 2017, unless earlier terminated as set forth in Section 6 of Agreement (“Exhibit A”). Any amendment to renew or extend the term of this renewal agreement beyond two (2) years shall be approved by the City Council;

WHEREAS, the services under the renewal agreement will result in no changes to the fee schedule hourly rates and no change to the services outlined in the Agreement.

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

1. Except as otherwise set forth in this renewal, the terms of the Agreement shall control. This Renewal Agreement with the Contract Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

By: _____
Edgar P. Cisneros
City Manager

HILDA ESTRADA:

By: _____
Name: Hilda Estrada

APPROVED AS TO FORM:

By: _____



SPANISH TRANSLATION SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **3rd day of August, 2015** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and Hilda Estrada (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. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

WHEREAS, Contractor was retained to provide Spanish translation services for the City:

WHEREAS, Contractor has proven to be a reliable and highly skilled Spanish translator.

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

1. Duties

a. Contractor shall attend all regular City Council meetings, which are held on the first and third Monday of each month (subject to change), and provide Spanish translation services as needed.

b. Contractor may provide Spanish translation services at other City Council meetings upon the request of City.

c. Contractor agrees and shall be required to provide sufficient interpreter broadcast units for each City Council meeting. The exact number will vary for each City Council meeting depending upon the number of people who attend and require Spanish translation services. To the extent the number of units required at a City Council hearing exceeds the number of units provided by Contractor, Contractor shall be required to provide the additional units at Contractor’s expense at the next City Council meeting.

2. Scope of Services

Scope of services is set forth in "EXHIBIT A."

3. Schedule of Compensation

Schedule of Compensation is set forth in "EXHIBIT B." The total compensation for the services provided under this Agreement shall not exceed \$32,000

4. Schedule of Performance

Schedule of Performance is set forth in "EXHIBIT C."

5. Term

This Agreement shall have a term of two (2) years commencing from the effective date, unless earlier terminated as set forth in Section 6 of this Agreement. Any amendment to renew or extend the term of this Agreement beyond two (2) years shall be approved by the City Council.

6. Termination

Either party to this Agreement may terminate this Agreement at any time, with or without cause, upon providing the other party with thirty (30) days written notice.

7. 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, including additional costs above and beyond contracted costs for Spanish translation services under this Agreement associated with securing a Spanish translation service provider due to Contractor's abandonment.

8. 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.

9. Independent Contractor Status

Contractor and City acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent Contractors 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.

10. Indemnification

The City and Contractor 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. 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.

11. 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.

12. 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.

13. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the Parties.

14. 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.

15. Severability

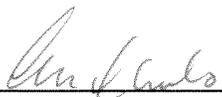
If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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.

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: 
John A. Ornelas
Interim City Manager

HILDA ESTRADA:

By: 
Name: Hilda Estrada

APPROVED AS TO FORM:

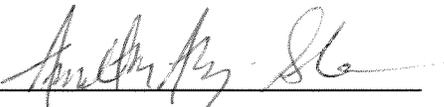
By: 

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor will perform the following services:**
 - A.** Spanish language interpretation services at all Regular City Council Meetings in accordance with Schedule of Performance in Exhibit "C". Regular City Council Meetings are held on the first and third Mondays (subject to change) of every month starting at approximately 6:00 PM.
 - B.** Spanish language interpretation services at City Council Special Meetings, Community Events, Planning Commission Meetings, and Other Meetings as requested by the Contract Officer in accordance with Schedule of Performance in Exhibit "C".
 - C.** All equipment necessary for the interpretation services shall be provided by Contractor in the Scope of Services. Contractor agrees and shall be required to provide sufficient interpreter broadcast units for each City Council meeting. The exact number will vary for each City Council meeting depending upon the number of people who attend and require Spanish translation services. To the extent the number of units required at a City Council hearing exceeds the number of units provided by Contractor, Contractor shall be required to provide the additional units at Contractor's expense at the next City Council meeting.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform the Services set forth in Exhibit "A" at the following rates on an as needed basis as requested by the City:**
- A. **REGULAR CITY COUNCIL MEETINGS**
Fixed rate: \$800 per meeting (irrespective of length of meeting).
 - B. **CITY COUNCIL SPECIAL MEETINGS**
Hourly rate: \$100 per hour for individual City Council Special Meetings excluding travel time.
 - C. **COMMUNITY EVENTS**
Hourly rate: \$100 per hour for individual Community Events excluding travel time.
 - D. **OTHER MEETINGS AS REQUESTED BY THE CONTRACT OFFICER**
Hourly rate: \$100 per hour for Other Meetings as requested by the Contract Officer excluding travel time.
- II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice must, among other things include:**
- A. The work performed
 - B. The date
 - C. The rate charged
 - D. The hours worked for City Council Special Meetings, Community Events, and any Other Meetings
 - E. The identity of the employee who will perform the work
- III. The total compensation for the Services shall not exceed \$32,000 as provided in Section 3 of this Agreement.**

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

- I. **Contractor shall perform all Services at all Regular City Council Meetings held by the City on the first and second Tuesday (subject to change) of every month, starting at approximately 6:00 PM. Contractor shall also perform services at City Council Special Meetings, Community Events, Planning Commission Meetings, and Other Meetings as requested by the Contract Officer.**

- III. **Contractor shall be prepared with all necessary equipment operational prior to each meeting.**

- IV. **The term of this Agreement shall not exceed two (2) years from the date of commencement of this Agreement.**

Any amendment to renew or extend the term of this Agreement beyond two (2) years shall be approved by the City Council.



CITY OF HUNTINGTON PARK

Public Works
City Council Agenda Report

May 16, 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 June 6, 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 16, 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.

Article	Ordinance
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

Public Works Department
City Council Agenda Report

May 16, 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 ST. FRANCIS ELECTRIC, LLC. CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE AND UNSCHEDULED MAINTENANCE SERVICES AND RATIFY PAYMENTS FOR THESE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to agreement with St. Francis Electric, LLC., for Traffic Signal Preventative Maintenance Services and Unscheduled Maintenance;
2. Approve ratification of payment for unscheduled maintenance for services rendered;
3. Authorize City Manager to execute agreement; and
4. Encumber the remaining portion of the Unscheduled Maintenance for FY 2016-2017 for payment of Traffic Signal services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts with St. Francis Electric, LLC (SFE), for the City's traffic signal maintenance services. SFE performs routine preventive maintenance, traffic signal plan review, traffic signal construction inspection, and traffic signal design modification task. SFE also performs unscheduled maintenance for the City. Unscheduled maintenance comprises of regular maintenance and emergency responses for repair(s) and services.

SFE's bid proposal included unscheduled maintenance fee rate however, the current contract did not include language and compensation. SFE has performed unscheduled maintenance for the City from August 1, 2016 to date. The unscheduled maintenance is comprised of maintenance and emergency responses for contract maintenance, repair(s), and services.

APPROVE FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ST. FRANCIS ELECTRIC, LLC. FOR TRAFFIC SIGNAL MAINTENANCE AND UNSCHEDULED MAINTENACE SERVICES AND RATIFY PAYMENTS FOR THESE SERVICES

May 16, 2017

Page 2 of 2

In addition, SFE agreement is set to expire on August 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 and to include unscheduled maintenance as part of the agreement.

FISCAL IMPACT/FINANCING

The current contract agreement is \$55,296 per year and is part of the City's FY 16-17 Adopted Budgeted. The ratification of the agreement will include unscheduled maintenance. Total unscheduled maintenance for FY 16-17 thus far is \$45,183. No additional appropriation is required, since there is sufficient amount currently budgeted to cover the additional expenses.

If the one (1) year extension is exercised the renewal contract would consist of \$55,296 for routine preventative maintenance and \$54,704 for unscheduled maintenance for a grand total of \$110,000. The balance of the contract amount would be budgeted and encumbered in FY 17-18 in the following accounts:

Gas Tax	221-8014-429.56-41
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CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Director of Public Work

ATTACHMENTS

- A. Master Contract for Traffic Signal Maintenance
- B. Sample First Amendment



CONTRACT SERVICES AGREEMENT

(TRAFFIC SIGNAL MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of July, 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **St. Francis Electric** (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

- A.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" Scope of Services and Attachment A, B and C.** (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."
- A.2 TERM: This Agreement shall have a term of 1 year commencing from **August 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 as provided for in Section 5.
- A.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, in accordance with the compensation schedule which **Exhibit "A" and Attachment A, B and C.**
 - 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 **\$55,296.00** (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.
- A.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.
- A.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.
- A.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 and Acting Public Works- City Engineer (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 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 it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR

shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action

required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified,

within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports,

analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

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

CONTRACTOR:
St. Francis Electric
1420 Citrus St.
Riverside, CA 92507
Attn: Jill Petrie
Phone: (951) 203-4586
Email: jpetrie@sfe-inc.com

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: 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.

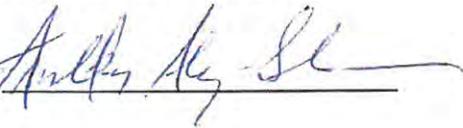
CITY OF HUNTINGTON PARK:

By: 
Edgar Cisneros, City Manager

St. Francis Electric:

By: 
Name: Guy Smith
Title: Vice President

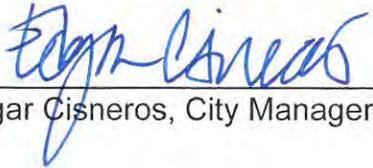
APPROVED AS TO FORM:

By: 

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 Cisneros, City Manager

St. Francis Electric:

By: _____
Name: Guy Smith
Title: Vice President

APPROVED AS TO FORM:

By: 

EXHIBIT "A"

SCOPE OF SERVICES

The broad categories of services needed.

All Services are directed by City Manager, Director of Public Works, Public Works Superintendent, Supervisor, City Engineer or City designee.

Traffic Signal Maintenance

- Traffic Signal Routine Maintenance
- Traffic Signal Unscheduled Maintenance
- Traffic Signal Plan Review
- Traffic Signal Construction Inspection
- Underground Service Alerts (USA) for traffic signals
- Traffic Signal Design Modification

Task 1 – Unscheduled Maintenance Items

1.1 Definition

Unscheduled Maintenance, which is comprised of regular maintenance and emergency responses, is performed by the traffic signal system contractor selected as a result of this RFP. Regular maintenance is defined as all physical work associated with the traffic signal system apparatus and all emergency response due to accidents, Acts of God, or signal lamp malfunction. This definition is detailed in the following scope of work.

1.2 Introduction

The selected Contractor shall be responsible for providing maintenance, repair, and services as directed by the City Engineer or his authorized agent. Work items shall include but not be limited to all items listed in "Attachment A" and detailed in Attachment "B" and "C." Any items not included in "Attachment A," "Attachment B," or "Attachment C" shall be negotiated between the selected Contractor and the City on a time and material basis.

The Contractor shall use and provide an Online Maintenance System with Free access to a designated City staff. The entire online system should be a real-time system. System functionality should include by not be limited to the following:

- Work order tracking.
- Work order status updates,
- Asset and equipment management,
- Maintenance requests,
- Maintenance check list that are maintained and updated regularly,

The work to be done shall consist of providing contract maintenance, repair, and services. Response service shall include repair of damages resulting from traffic collisions, which have caused dislocation of poles or equipment; Acts of God (i.e., excessive winds, rain, floods, earthquakes, etc.); vandalism; street excavation; or failure of or resurfacing of the street. Additional repairs shall also include the following:

1. Detector loop replacement and patching
2. Realignment and replacement of signal indications
3. Video detection replacement, realignment, and detection zone programming
4. Emergency vehicle preemption replacement, realignment, and detection zone programming
5. Aerial and underground splicing of the City's hardwire signal interconnect cable
6. Pedestrian indication and signal indication lam replacement (LED)
7. Battery Back-up System (BBS) repairs
8. Intersection rewiring and cable pulling
9. Any and all parts of controller mechanism
10. Concrete and foundation repairs
11. Traffic signal pole or equipment replacement
12. Other traffic signal system-related work

In addition, at the discretion of the City Engineer or his authorized agent, the maintenance service Contractor shall provide the following:

1. Repair and replacement of Internally Illuminated Street Name Signs (IISNS) and LED street name signs
2. Installation of traffic signs into traffic signal equipment
3. Communication troubleshooting/repair/installation
4. Underground Service Alerts (USA) for traffic signals
5. Inputting signal timing signals
6. Plan review of traffic signal design prepared by others
7. Review of shop drawings for traffic signal equipment
8. Traffic signal construction inspection
9. Other traffic signal system-relate

The selected Contractor shall furnish all tools, equipment, workshop facilities, transportation, labor, parts, and materials and perform all work necessary to maintain in good quality operation all traffic signals within the City of Huntington Park. The selected Contractor shall have all necessary tools, equipment, workshop facilities, transportation, labor, parts, and materials to test and maintain Light Emitting Diodes (LEDs). All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the City Engineer or his authorized agent. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form.

1.3 Work Authorized Forms

A "Work Authorization Form" shall be provided prior to work commencing for AS-Required/Schedule Response work items and when possible, Standard Response work items (see Task 3- Response for work item descriptions). The Contractor shall provide their cost estimates on the "Work Authorization Form" and shall prepare a work authorization form for any verbally authorized work or emergence response work. This form shall provide the Contractor with the location, work to be performed, required completion date, authorization to proceed, and a City or Contractor itemized estimate based on costs provided by the Contractor in their SQQ. All costs shall be detailed, unbundled, and listed separately. Actual time spent on the job and work completed or in progress will be inspected by City staff on a random basis. "Work Authorization Forms" shall be prepared for all items of work for comparison to the final billing to assure that proper costs and estimating procedures have been followed. Any additional work not on the completed "Work Authorization Form" shall not be allowed until first approved by the City Engineer or his authorized agent.

1.4 Verbal Notification

The Contractor shall respond on verbal notification from the City Engineer or his authorized agent to all work items. Verbal notification will typically be given for "Standard" and/or "Emergency" response work items. If verbal notification is given and no response time is provided, the Contractor shall respond on an emergency basis.

When the Contractor receives verbal notification to complete a "Schedule Response" work item, the Contractor shall prepare a field generated "Work Authorization Form" and submit it to the City for final approval within two (2) working days after receiving notification. The Contractor shall note the date, time, type of response, and City employee providing the verbal authorization on the "Work Authorization Form."

See Task 3- Response for response definitions.

1.5 Contractor Notification

The Contractor shall notify the City Engineer or his authorized agent of any and all repairs and/or replacements to the signal system at least two (2) hours prior to the start of work to allow for proper inspection of work. Emergency response work provided by the City does not require this notification process.

The City Engineer or his authorized agent shall have the final decision on what is authorized. The Contractor shall not be paid until work is complete and the City is notified of the completion for final inspection and approval. Compliance with the authorization procedure shall not relieve the Contractor from making necessary repairs within a timely manner.

Task 2- Routine Preventative Maintenance

2.1 Definition

Routine Preventative Maintenance shall be performed by the Contractor responsible for preventative maintenance and the associated operation of flashing beacon apparatus and traffic signal controllers and cabinet equipment. The City Engineer or his authorized agent will provide all signal timing information.

A full traffic signal intersection inventory shall be conducted and provided to the City in both electronic and hard copy form during the beginning of the contract. The inventory shall include but not be limited to location, major & minor street, Cabinet type, BBS, EVP, RR Preemption, Controller Type, Control Communication Type, CCTV, Video Detection, WAP, Traffic Loops, pole data and etc.

2.2 Traffic Signals, Solar Speed Signs, and Flashing beacons

The Contractor agrees to the following preventative maintenance schedule for traffic signals and flashing beacons respectively:

Monthly Routine

- Visually inspect controller for proper operation
- Visually inspect all vehicular and pedestrian signals for proper operation
- Visually inspect all LED signals units for proper operation, and replace outages found
- Check the time setting and match with time sheet in controller cabinet
- Visually inspect Battery Backup System (BBS)
- Night checks of safety lights and internally illuminated street name signs (IISNS), once a month to determine outages and/or minor tree trimming needs, if necessary (See 2.4 Night Checks for guidelines and requirements)
- Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Record solar speed feedback sign results on monthly inspection with recommendations to the City by location (See Task 4- Reports for additional requirements)
- Inspect all push buttons for proper operation

3-Month Routine (In addition to monthly)

- Check emergency vehicle detection, video detection, and signal interconnect, where applicable, for proper operation
- Check detector amplifiers and tune, if needed
- Actuate and check each pedestrian push button for proper operation
- Visually inspect roadway along loop detectors for possible exposed wires,

- cracks, and potholes
- Manually record inspection date and time in controller cabinet and send written confirmation of 3-month inspection with recommendations to the City by intersection/location (See Task 4- Reports for additional requirements)

6-Month Routine (In addition to monthly and 3-month)

- Replace controller cabinet filter
- Check ground rod clamp and wire
- Check wire schematics and records to make sure they are in the cabinet
- Check operation of the fan
- Check operation of ground fault receptacle
- Measure voltage at service inputs in cabinet and record
- Visually check for bent visors and back plates
- Visually check integrity of splices
- Check BBS battery voltage/amp output and make recommendation for battery replacement when necessary
- Test BBS charging system
- Manually record inspection date and time in controller cabinet and send written confirmation of 6-month inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Clean and vacuum controller cabinet

Annual Routine (In addition to monthly, 3-month, and 6-month)

- As directed by City, replace incandescent lamps in all signals with LED lamps
- Clean and polish all lenses and reflectors
- Vacuum and clean controller cabinet and contents
- Replace cabinet filter
- Check weatherproof gasket seal on controller cabinets
- Check for water accumulation and duct sealant
- Lubricate hinges and lock on controller cabinets
- Check alignment of all signal heads
- Check indicator lamps
- Check all connectors
- Check detector extensions
- Check load switches
- Check relays
- Check conflict monitor and provide City with computerized report in Microsoft Excel identifying each intersection's results.
- Clean BBS
- Check all BBS connections and clean terminals
- Manually record inspection date and time in controller cabinet and send

written confirmation of annual inspection with recommendations to the City by intersection/location (See Task 4- Reports for additional requirements)

- Verify signal timing in controller and field signal timing sheets are consistent. Send a copy of signal timing sheets to the City with the date of inspection.
- Submit electronic and hardcopy of traffic signal intersection hardware inventory with connection diagrams. The inventory shall include but not be limited to location, major & minor street, cabinet type, BBS, EVP, RR Preemption, controller type, control communication type, CCTV, video detection, WAP, traffic loops, pole data, conduit sizes and etc. (See Attachment D for example)

Task 3- Response

3.1 Emergency Response (one hour maximum response time)

This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. Examples of a situation that would require an emergency response include but not limited to signal and/or streetlight knocks, block of streetlights out-of-service, signal damage, red lamp outages (LED), turned or misaligned signal head, or other repairs designated emergency response by the City. The Contractor shall maintain a twenty-four (24) hour per day emergency service for the replacement of burned out lamps or repair of any traffic signal or associated traffic signal equipment. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Engineering Department and the Huntington Park Police Department. The Contractor shall make **IMMEDIATE** maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed one (1) hour from the time of notification.

3.2 Standard Response (eight working hour maximum response time)

This item is considered important but not an immediate safety concern. Maintenance and repair request made on a regular basis shall be responded to with eight (8) working hours of notification. In no event will regular response be considered overtime without prior approval of the City Engineer or his authorized agent. Examples of work that would require a regular response are but not limited to signal equipment repair/replacement, pedestrian head outages (modification kits), vehicle detection problems, and field wiring, routine lamp outages.

3.3 As-Required/ Schedule Response (five working day maximum response time)

Maintenance and repair request made by the City that are not critical or the work involved is of such nature as to require advance scheduling shall be completed on an "As-

Required” basis. Work authorizations of this type shall include a completion date to be shown on the work schedule. Examples of “As-Required/Schedule” maintenance would include but not limited to loop repair/replacement, major equipment repair/replacement, and permanent replacement of knockdowns, major rewiring, and intersection modifications.

The formats presented above are only guidelines and do not relieve the Contractor of the responsibility to perform. At all times, the contractor shall be required to respond to any work request in any of the above manners as the City determines necessary. If the City should fail to provide the Contractor with the required response time, the Contractor shall proceed under the guidelines of “As-Required/Schedule” response unless the work item requires a more immediate response, as covered in the Request of Qualifications. The City may at any time amend the response requirement for a for specific work items by notifying the Contractor either verbally or writing. Time extension may be granted due to material delay when the Contractor has demonstrated that the delay was beyond the Contractor’s control.

Task 4 – Reports

4.1 Monthly Maintenance Reports

The Contractor shall submit to the Engineering Division within ten (10) working days from the last day of each month a detailed monthly computer summary printout of all traffic signal system and streetlight repair and emergency calls made. The summary shall provide the following information.

TRAFFIC SIGNALS, IN-PAVEMENT FLASHING CROSSWALKS, SOLAR SPEED FEED-BACK SIGNS, AND FLASHING BEACONS.

1. Date time, City employee, and employee telephone number initiating the call
2. Location by intersection/location and number (see
3. Nature of malfunction. If any found, and a description of the action taken by the Contractor.
4. Date, time, and name of the Contractor’s personnel conducting night check (when applicable).
5. Date and time the Contractor’s personnel and equipment arrived on the scene.
6. Date and time the job was completed.

4.2 Morning Call-in (Daily)

The Contractors must email every morning (Monday – Friday by 8:30) and notify the City Engineer or the authorized agent of any and all work scheduled to take place during the day. If scheduled work is completed and the Engineering Division has not been notified in advance, payment will not be made until the work can inspected by City Staff.

4.3 Detailed Cost Summary

The Contractor shall provide a detailed cost summary with the monthly invoices detailing work completed for each work authorization. See Compensation for additional detail.

Task 5 - Traffic Signal Plan Review

The Contractor may be required to performed traffic signal plan review for the city. The Contractor shall have the ability to professionally review traffic signal plans from the City and have turnaround time no greater than five (5) working days.

Task 6 - Traffic Signal Contraction Inspection

The contractor may be required to perform traffic signal construction inspections. The contractor shall have a competent inspector on site as directed by the City. The Inspector shall provide daily report to the City representative.

Task 7 – Traffic Signal Design Modification

The contractor may be required to perform on site traffic signal modifications. Modifications may include installation of left turn arrows, on-site signal timing changes, loop length increases, advance detection zone changes and etc.

Program Requirements

1. The Contractor shall be required to maintain a primary facility location within seventy (70) miles of the City limits of Huntington Park. This requirement is mandated to assure the response by the Contractors is accomplished in a timely manner and in the case of emergencies, within one (1) hour. The facility must be equipped with mobile equipment such as ladder trucks, boom trucks, and related equipment and must also be equipped with facilities to effectuate traffic signal equipment repair.
2. The Contractor must provide an experienced, competent Superintendent and field technician who will be responsible for effectively supervising all work in progress. In addition to supervision or work in progress, the Superintendent must be capable of instructing his subordinates in correct and proper maintenance techniques.
3. The Contractor must employ competent, experience traffic signal technicians (International Municipal Signal Association (IMSA) Certification desirable) qualified in repair or trouble detection of the City's traffic signal. If any subcontractors, Superintendents, Foreman, laborer, or other person employed or associated with the Contractor appears to City Staff to be intemperate, incompetent, troublesome, or otherwise undesirable to be employed on the work site, that employee shall be immediately removed from the work site at the request of the City Engineer or his authorized agent.

4. The Contractor shall be responsible for providing all necessary traffic control equipment in construction or maintenance zones per Part 6 of the California Manual on Uniform Traffic Control Devices MUTCD 2014 or more recent edition, or as determined by the City Engineer or his authorized agent to be required to give adequate warning of any dangerous condition that may be encountered, prevent accidents, and avoid damage or injury to the public. In addition, the Contractor shall not close more than one lane of travel at a time unless otherwise authorized by the City Engineer or his authorized agent. Lane closures from 7: 00 am to 8: 30 and 4:00 pm to 6:00 pm are not permitted for Standard required or As-Required / Scheduled Maintenance. Emergency repairs shall be made whenever required and not be subjected to the aforementioned time restriction.
5. The Contractors shall conduct his operation in order to minimize obstruction and inconvenience to public travel. At no time shall the Contractor be allowed to stop work for the purpose of a "Coffee Break" when the public right-of-way is impeded unless the work being done requires more than (4) hours to complete.

Whenever the Contractor's operation create a condition hazardous to traffic or to the public, he shall furnish and maintain, as necessary, fences, barricades, lights, sign, safety cones, and other devices per Part 6 of the California MUTHCD 2014 Edition, or most recent edition, or as determined by the City Engineer or his authorized agent to be required to give adequate warning of any dangerous condition that may be encountered, prevent accidents, and avoid damage or injury to the public. Failure to provide necessary devices shall be cause for stopping of work and vacating the job site until the situation is remedied.

6. The Contractor shall be responsible for the correct placement, number, and monitoring of temporary traffic signals and controls.
7. The Contractor shall be equipped with the spare parts in sufficient quantities to maintain signal and operations. In those instances where a complex devices, equipment or component has to be repaired or replace, the Contractor shall install a temporary replacement of his own until such time as the part can be permanently repaired or replaced.
8. Should Contraction be underway by other forces or by other contractors within or adjacent to the limit of the work specified or should work of any other nature be underway by other forces within or adjacent to the said limits, the contractor shall cooperate with all such other contractor's other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.
9. All work shall conform to the most recent edition of Caltrans Standard Plans and Specification and the City of Huntington Park Standard Detail and Specifications.

10. The City Engineer or his authorized agent shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the material used. All work performed and all material furnished shall be subjected to the City Engineer or his authorized agent's inspection and approval. Any item not meeting the City Engineer or his authorized agent's completed satisfaction shall be replaced immediately.

Inspection of work shall not relieve the Contractors of any obligation to fulfill the contract as prescribed. Defective work or material shall be made good, and unsuitable material be rejected notwithstanding the fact that such defective work and unsuitable material have been previously inspected by the City Engineer or his authorized agent and accepted.

11. All work, which is determined by the City Engineer or his authorized agent to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.
12. The City Engineer or his authorized agent shall decide all questions that may arise regarding the quality or acceptability of material furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The City Engineer's decision shall be final.
13. All fixed time, semi actuated, and fully actuated signals installed during the life of the contracts shall be added to those already maintained by the Contractors, as the City notifies the Contractor of the installation thereof. These signal shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification shall be prorated from the day the Contractors is notified.
14. All in-pavement flashing crosswalks added throughout the life of the contracts shall be maintained by the contractors, as the City notices the Contractor of the installation thereof. These in-pavement flashing crosswalk shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification is made at the other than the beginning of the monthly contract period, payment for that month shall prorated from the day the Contractor is notified.
15. All flashing beacons (not part of traffic signal assembly) added throughout the life of the contract shall be maintained by the Contractor, as the city notifies the Contractor of the installation thereof. These flashing beacons shall be maintained

at the same rate and in the same manner as those covered by the agreement. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated from the day the Contractor is notified.

16. All electroliers added throughout the life of the contracts shall be maintained by the Contractors, as the city notifies the Contractor of the installation thereof. These electroliers shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated from the day the Contractor is notified.

License Requirements

1. The Contractors shall be required to possess a current and valid Class C-10 California Contractor License at the SOQ is submitted, which shall be kept current for the duration of the contract. An additional Class A California Contractor license is also preferred.
2. The Contractor selected as a result of this Request for Qualification shall be required to obtain a City of Huntington Park Business License, which shall be kept current for the duration of the contract.



Final language to be presented at city council meeting.

2017

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Traffic Signal Services for the City)

(Parties: City of Huntington Park – St. Francis Electric, LLC.)

THIS FIRST AMENDMENT (the “First Amendment”) to Traffic Signal Services Agreement is made and entered into this **16th day of May, 2017** by and between the City of Huntington Park, a municipal corporation (hereinafter, “CITY”) and St. Francis Electric, LLC., a Corporation (hereinafter, “CONTRACTOR”) and expiring on July 31, 2017. 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 July 19, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Traffic Signal 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 Master Agreement provides that the compensation
; 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.

WHEREAS, Section 1.3(A)

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 August 1, 2017 and expire on July 31, 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:

ST. FRANCIS ELECTRIC, LLC:

By: _____
Edgar P. Cisneros
City Manager

By: _____

Name: Guy Smith

Date: _____

Its: Vice President

APPROVED AS TO FORM:

Date: _____

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

May 16, 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:

REVIEW AND APPROVE VENDOR OPTIONS FOR THE 2017 4TH OF JULY EXTRAVAGANZA EVENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review and approve vendor options for coordination of the 2017 4th of July Extravaganza event; and
2. Authorize staff to move forward with the selected vendor for the 2017 event.

BACKGROUND:

The Parks and Recreation Department was directed by City Council at the regularly scheduled City Council meeting on Tuesday, May 2, 2017, to seek additional vendors to provide the annual (4) four-day carnival event, from July 1, 2017 – July 4, 2017 at Salt Lake Park – 3401 E. Florence Avenue.

Staff has contacted (11) eleven different vendors to submit a proposal of services for the carnival event; however, staff was unable to obtain additional proposals for the services requested. Multiple vendors have declined to submit a proposal due to the short notice and others have already been contracted for the dates requested.

The following vendors were contacted for services of the (4) four-day carnival event:

1. Candy Land Amusements	Have yet to hear back
2. Carnival Midway Attraction	Booked
3. Davis Enterprises	Not interested
4. G&S Shows	Booked
5. Christiansen Amusements	Booked
6. Paul Maurer	Short Notice
7. Brass Ring	Booked
8. A & E Amusements	Have yet to hear back

REVIEW AND APPROVE VENDOR OPTIONS FOR THE 2017 4TH OF JULY EXTRAVAGANZA EVENT

May 16, 2017

Page 2 of 4

9. Butler Amusements	Booked
10. Brown's Amusements	Have yet to hear back
11. O Entertainment	Booked

In future regarding the 4th of July carnival events, staff will contact additional vendors earlier in the year to provide more vendor options to council. Carnival Midway Attraction and Paul Maurer, both indicated they would be interested in coordinating the event in the future; however, at this moment with the event nearing, the vendors cannot commit with such short notice.

Due to the closeness of the event, the following vendor options presented are for council to choose from for the 2017 4th of July Extravaganza:

1. Provide fireworks display only:

The city awarded Pyro Engineering with the requested pyrotechnic services for the 4th of July event on the regularly scheduled council meeting on Tuesday, March 21, 2017. With the 4th of July holiday nearing, one option would be to only have the fireworks display that evening. Allow the community to bring their own lawn and/or beach chairs, food, and non-alcoholic beverages. Staff would be present to supervise and monitor parking and attendees to make sure everyone enjoys a safe Independence holiday.

1A. In-house coordination from Parks and Recreation Department:

The Parks and Recreation Department can coordinate a one (1) day event on 4th of July to follow the fireworks display. Staff can rent multiple inflatable bouncers for the community to enjoy, a DJ, game booths, face painting and coordinate with local and outside vendors to provide food and beverages for the attendees during the event.

Please note, sufficient staff is not available within the Parks and Recreation Department to coordinate a (4) four-day event and additional costs are associated with this option.

1B. Events by Noonan:

Events by Noonan is a professional event coordinating company, that has proposed to provide a (1) one day, traditional 4th of July themed event for the city. The vendor has proposed to provide a jumbo slide, game, food and vendor booths, sound system, power, tables and chairs, canopies, traditional entry contest for watermelon, chili pepper and pie eating contest for the community to enjoy and partake in, and will staff all areas. *Please note, additional costs will be associated with this option.*

REVIEW AND APPROVE VENDOR OPTIONS FOR THE 2017 4TH OF JULY EXTRAVAGANZA EVENT

May 16, 2017

Page 3 of 4

1C. Respectfully, reconsider Schoeppner Shows:

With the event soon approaching, if council decides to reconsider Schoeppner Shows to provide the annual (4) four-day carnival event, staff will work closer with Schoeppner Shows to guarantee the community a fun, safe, and successful event this year. Staff will request a list of Schoeppner Shows' employee names, driver license and identification cards and will have the event producer of Schoeppner Shows present and onsite at all times, to ensure proper conduct of all employees.

As previously done, the carnival would follow the fireworks display. Schoeppner Shows has proposed providing the community stage, sound, entertainment, food and vendor booths, carnival rides, security, and staffing for the (4) four-day carnival event.

Please note, Schoeppner Shows has conducted this event with the city for multiple years and are tentatively not reserving July 1st – 4th with any other organization until final decision is made on event coordination for this year's 4th of July event with the city.

FISCAL IMPACT/FINANCING:

Option 1 - Fireworks Display Only Cost: None – the fireworks display is a separate cost from the carnival event. No matter the option selected, the fireworks display will continue as usual.

Option 1A – In-house Cost: \$13,273 (estimated) - if council prefers in-house coordination for the 4th of July event, additional allocation of funds will be required to execute the event. Estimated cost of \$13,273, includes supplies, materials, and staffing cost for the Parks and Recreation Department. If additional items/services are requested the estimated cost will be higher.

Option 1B – Events by Noonan Cost: \$14,750 – if council prefers to move forward with Events by Noonan, additional allocation of funds will be required to pay the vendor. The proposed supplies previously mentioned: jumbo slide, game, food and vendor booths, sound system, power, tables and chairs, canopies, traditional entry contest for watermelon, chili pepper and pie eating, and staff are all included in the proposed cost of \$14,750.

Option 1C – Schoeppner Shows Cost: None – Schoeppner Shows does not charge the city any fees and no cost is assumed by the city to produce the (4) day carnival event. In fact, the city has previously profited from the event, the vendor has provided 20% of all proceeds from the carnival ride ticket sales and \$50 per booth sold to city. Last year, the city received approximately \$6,900 in revenue. As a result, this has previously provided the city with a positive revenue stream to offset the cost of the fireworks show.

**REVIEW AND APPROVE VENDOR OPTIONS FOR THE 2017 4TH OF JULY
EXTRAVAGANZA EVENT**

May 16, 2017

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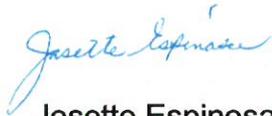
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A. In-House Estimated Cost – Parks & Recreation Department
- B. Events by Noon - Estimate

ATTACHMENT "A"

Program planning form

Budget

4th of July 2017

Total estimated cost:

\$13,273

Total actual cost:

Fire Works Cost:

Resource	Description
Funding	
Training	
Staff	Recreation Staff/Public Works Staff
Facilities	Salt Lake Park Ball Diamonds/Soccer Circle
Supplies/equipment	10 Radios/ Barricades/Booths/Tables/Chairs
Volunteers	
Registration	N/A
Interdepartment collaboration	Public Works, Police Department, Parks and Recreation Dept.
Other:	
Other:	
Other:	

Expenses

Item	Description	Estimated cost	Actual cost
1. STAFFING	2 Recreation Supervisors 10 Hours X \$32.43		\$649
# of hours – coordinator	1 Recreation Coordinator 10 Hours X \$19.90		\$199
# of staff – recreation leaders	2 Recreation Specialists 8 hours X \$15.63		\$264
# of hours – Public Works staff	4 Recreation Leaders 8 Hours X \$11.56		\$370
# of staff – asst. rec. leaders	10 Assit. Recreation Leaders 8 Hours X \$10.51		\$841
# of hours – asst. rec. leaders			
Subtotal (staffing):		\$0	\$2,323
2. FACILITIES			
Chairs			
Tables			
Props			
Lectern			
Tent/canopy	Tent Rental for Food Vendors		\$1,500
Lighting			
Set-up charges			
Clean-up charges	Poratable Restrooms		\$500
Other	Portable Sink for food Vendors		\$200
3. FOOD SERVICE			
# of people to be served	Water, soda and snacks for staff members		\$200
Coffee			
Luncheon/dinner			
Linens			
Other	Wip Cream, Strawbwrries & Pie Crusts		\$200
4. EQUIPMENT RENTAL			

3:47 PM 5/9/2017

Risers			
Ropes/stanchions			
Desks/tools			
Games	2-3 Bounce Houses		\$700
Booths			
Backdrop			
Trash containers	25 Card Board Trash Cans		N/A
Fencing	Fencing for Fall Out Areas		\$1,700
Other	DJ Services		\$600
5. DECORATIONS			
Flowers			
Table decorations			
Ribbons/balloons	Booth Decorations		\$275
Other			
6. MARKETING/ADVERTISING			
Fee for design concept			
Invitations			
Banners	Over the Street Banner		\$1,300
Programs			
Flyers			
Posters			
Tickets	Tickets for Game Booths		\$50
Place cards / name tags			
Other	Marketing		\$150
Other	Trackless Train Ride		\$1,000
Other			
7. POSTAGE & SHIPPING			
Postage			
Shipping			
Other			
8. RECOGNITION ITEMS			
Awards, plaques	15 Medals for Contest Winners		\$125
Prizes for Game Booths	Prizes for Game Booth Ticket Redemtion		\$600
Other	Arts & Craft Supplies/Face Painting		\$300
9. OTHER	Health Permits		\$1,200
	Tattoo Stencils		\$150
Misc Supplies	Misc. Supplies		\$200

Subtotal (materials and supplies):	\$0	\$10,950
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Total (staffing + materials and supplies):	\$0	\$13,273
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ATTACHMENT "B"

Events by Noonan
 11818 165th St
 Norwalk, CA 90650
 (562)991-5110
 CLIENT@eventsbynoonan.com
 www.eventsbynoonan.com



ADDRESS

City of Huntington Park
 3401 East Florence Ave.
 Huntington Park, CA 90255
 Ordered By: Josette Espinosa
 @ 323.584.6216 Office

SHIP TO

City of Huntington Park
 3401 East Florence
 Huntington Park, CA 90255

ESTIMATE 11173

DATE 05/09/2017

EXPIRATION DATE 07/03/2017

SHIP DATE	SHIP VIA	PICKUP DATE	PICKUP TIME	SALES REP
07/03/2017	TBD	07/05/2017	TBD	JK/EBN

QTY	PRODUCT DESCRIPTION	RATE	AMOUNT
	OLD FASHIONED 4TH OF JULY		
	----CONTEST TENT---- (WATER MELON, CHILLI PEPPER AND PIE EATING) 30X60 Frame Canopy-White /wrapped in colorful Fun Zone pennants to run the contest. It will be equipped with sound system , tables, chairs, linens/plastic covers and any theme décor necessary to make area fun.		
	----FUN ZONE AREA--- 1-20X20 canopy at entrance w/ a "WELCOME TO FUN ZONE " banner. The canopy will include 16ft tall flags every 20ft around fence, lattice fencing with colorful pendants to maximize atmosphere. 1-JUMBO SIZE SLIDE, 1- LARGE UPSTACLE COURSE, 1-FUN REGULAR JUMPER		
	----GAME ZONE AREA---- 10 PROFESSIONAL CARNIVAL GAMES -INSIDE CARNIVAL 10X10 BOOTHS. FULLY STAFFED AND DECORATED.GAME PRIZES ARE ALSO INCLUDED Design for ages from 3years to adults.		
	-----FOOD BOOTHS-----		
5	10' x 10' Food Booth Canopy - White w/ Food Screen front walls and plastic floors	0.00	0.00
	----VENDOR BOOTHS----		
8	10' x 10' Canopy -	0.00	0.00

I certify that I have read and agree to all terms of this contract: Signature: _____
 Emergency Phone # (562) 290-3929

QTY	PRODUCT DESCRIPTION	RATE	AMOUNT
	-----DECORATIONS----- 40-American Flags,20-red/white/blue rosettes, 1- Old Wagon w/flags : Will be placed around event site. 1-20x20 Canopy for Entrance w/a "WELCOME TO HUNTINGTON PARK 4TH OF JULY FESTIVAL" and American Flags will be all over the entrance.		
	----SOUND SYSTEM--- Sound System will be provided for the: -CONTEST TENT (it will be playing music during event -FIREWORK & SHOW		
	-----POWER & POWER DISTRIBUTION----- We will supply power as needed to : FOOD BOOTHS-5 , VENDOR BOOTHS- 6 to 8, GAME AREA and CONTEST AREA(as needed)		
	----DJ ---- DJ will be playing music all day during event		
	----STAGE---- 1-16x16 STAGE W/STAIRS , 1- 15X15 CANOPY OVER STAGE		
	----TRASH CONTROL---- 20- Trash Cans W/liners for staff to use for trash		
	***** WE ARE TRYING TO MAKE THIS A TURN KEY EVENT FOR YOU TO TAKE ALL HEADEACHES AWAY. WE LISTED THE POWER THINKING YOU MIGHT NEED. WE WILL STAFF ALL THE AREAS.*****		
1	TOTAL EVENT ESTIMATE INCLUDING DELIVERY AND PICK UP	14,750.00	14,750.00
	EBN PAYMENT POLICY: A minimum 50% deposit is required upon approval of this order to reserve the equipment and the delivery date, with the balance due upon delivery of the equipment (Unless otherwise arranged and/or full payment was made in advanced).		

On behalf of myself or my firm, I agree to rent the above items at the rate and for the period of time indicated and subject to the terms set forth and on the back of this document. I agree that Events By Noonan shall not be held liable or responsible for accidents or damage resulting from use of rental items and the customer his heirs, executors or agents does as a part of this consideration for renting hereby release EBN from all claims and causes of action for injury to persons or property which may hereafter arise.
Received By: _____

TOTAL	\$14,750.00
-------	--------------------

I certify that I have read and agree to all terms of this contract: Signature: _____
Emergency Phone # (562) 290-3929



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

May 16, 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 RENEWAL OF LICENSE AGREEMENT WITH HARBOR AREA FARMERS MARKETS FOR USAGE OF SALT LAKE PARK FROM 2017 - 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of license agreement with Harbor Area Farmers Markets for usage of Salt Lake Park from 2017 – 2020; and
2. Authorize Mayor to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A license agreement has been prepared to renew and approve the Harbor Area Farmers Market, usage of the city's Salt Lake Park parking lot for an additional 3 years. The parking lot is located along the third base line of the ball diamond immediately east of the Recreation Center in Salt Lake Park – 3401 E. Florence Avenue. Harbor Area Farmers Market, will use the lot to conduct their certified farmers' market every Wednesday between 8:30 am - 1:30 pm for sales from May 16, 2017 through May 16, 2020.

The Harbor Area Farmers Market, an agency of the South Coast Interfaith Council, has provided the residents of Huntington Park and neighboring community members with access to organic produce since August 2003. Their services have embraced Huntington Park's commitment, to become a Healthy Eating Active Living City, by creating opportunities for the community to access healthier food options.

APPROVE RENEWAL OF LICENSE AGREEMENT WITH HARBOR AREA FARMERS MARKETS FOR USAGE OF SALT LAKE PARK FROM 2017 - 2020

May 16, 2017

Page 2 of 2

FISCAL IMPACT/FINANCING

There will be no impact to the general fund as a result of this action. If approved, the agreement will require Harbor Area Farmers Market to pay the city an amount equal to 1% of total income or \$75 per operating day, whichever total amount is greater. On average, the farmers' market will pay the city \$3,900 per year. Harbor Area Farmers Market will also donate \$2,000 to the city's scholarship program.

All revenue will be entered into Miscellaneous Revenues / Rent & Concessions account no. 111-0000-362.10-00.

CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Josette C. Espinosa
Director of Parks & Recreation

ATTACHMENT(S)

A. License Agreement



LICENSE AGREEMENT TO USE SALT LAKE PARK

This Agreement is made and entered into this 16th day of May, 2017, between the City of Huntington Park ("City") and the Harbor Area Farmers Markets, an agency of the South Coast Interfaith Council, a California non-profit corporation ("Licensee"). City hereby grants Licensee a non-exclusive revocable license ("the License") to use, on a weekly basis, the parking lot along the third base line of the ball diamond immediately east of the Recreation Center in Salt Lake Park, on the terms and conditions stated below, pursuant to existing actions of the City Council of the City of Huntington Park.

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

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

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

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

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

- 4) INITIAL TERM - The term of this License Agreement shall be three years commencing on May 16, 2017 and terminating May 16, 2020. At the City’s sole and absolute discretion, the term may be extended for up to two years at a time. Prior to any such extension, an annual review shall be conducted by the Huntington Park Parks & Recreation Department.
- 5) REVOCATION, SUSPENSION FOR CAUSE - This License Agreement may be immediately revoked or suspended by the City of Huntington Park at any time that it is determined that the Licensee or any seller has violated any condition or requirement of this Agreement or any applicable code, law, rule or regulation, or that the City has evidence of unfair or bad faith dealing with the public by Licensee or any seller or of any other action adversely affecting the health, welfare or safety of the public.
- 6) COMPLIANCE - Licensee shall comply with all City, State and Federal laws, regulations, rules, codes and instructions from the City relating to the use of the parking lot. Notwithstanding anything to the contrary herein, failure to do so may result in immediate revocation or suspension of this Agreement. Licensee shall meet all requirements of the California Health and Safety Code Sections 114345 through and including 114351.
- 7) PERMITS, LICENSES AND TAXES - Licensee and sellers shall obtain, pay for and carry or display, as required, all permits or licenses required by law, regulation or code for the operation of a Certified Farmers Market, including but not limited to any permits required by the City, the Fire Marshall, or the Los Angeles County Health Department, including business licenses and health permits. Licensee and sellers shall produce said permits or licenses for inspection upon request of any police officer or other authorized representative of the City. In addition, Licensee shall pay all taxes which may be levied including possessory interest taxes.
- 8) NUISANCES - Licensee and sellers shall not use the parking lot or sell any item in any manner that will create a nuisance or unreasonable annoyance to the public. Licensee shall maintain the market area in a safe, clean, wholesome, and sanitary condition free from trash, garbage, rubbish or litter. No substance constituting a fire hazard or material detrimental to the public health shall be permitted or allowed to remain in the market area.
- 9) INSPECTIONS - The City shall have the right to inspect the market area at any time for the purpose of determining whether the market is being conducted in compliance with the requirements of this Agreement, and the

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

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

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

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

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

- 19) **ASSIGNMENT** - Licensee shall not assign this Agreement without the written consent of the City, nor shall Licensee in any manner transfer or convey or grant any of the rights or privileges granted herein without said written consent, which may be granted or withheld at the City's sole discretion. Licensee shall not underlet or sublet any portion of Salt Lake Park or allow the same to be used or occupied by any other person or entity for any other use than specified above. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically without prior notice upon any assignment, transfer, conveyance or grant in violation of this section.
- 20) **NOTICE** - Any notice required or desired hereunder shall be in writing and personally served or deposited in the US Postal Service, certified, return receipt, postage prepaid, to the Parks & Recreation Department of the City at 3401 East Florence Ave., Huntington Park, CA 90255; and to the Harbor Area Farmer's Market, and South Coast Interfaith Council, 759 Linden Avenue, Long Beach, CA 90813.

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

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

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

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

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

CITY OF HUNTINGTON PARK
a Municipal Corporation

By: _____
Milia Islam-Majeed
Executive Director

By: _____
Marilyn Sanabria, Mayor

ATTEST:

By: _____
Donna G. Schwartz, City Clerk