

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda
Tuesday, July 18, 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 Appreciation," Presented to Participants of the American Cancer Society's "2017 Southeast Cities Relay for Life" Event held June 24-25, 2017 at Salt Lake Park

PowerPoint Presentation by United Pacific Waste (UPW) on Waste Collection Services

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

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

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 Wednesday, July 5, 2017.

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated July 18, 2017

COMMUNITY DEVELOPMENT

3. Ordinance Amending Title 9, Chapter 4, Article 2, Sections 9-4.202 and 9-4.203 of the Huntington Park Municipal Code and Section 4-6 of the Huntington Park Downtown Specific Plan Relating to Allowable Uses and Development Standards

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading and adopt Ordinance No. 2017-958, amending Title 9, Chapter 4, Article 2, sections 9-4.202 and 9-4.203, Section 4-6 of the Huntington Park Downtown Specific Plan and Section 4-6, of the Downtown Huntington Park Specific Plan related to allowable uses and development standards.

4. Approve Contract with Sarahang Construction in Connection with the City's Lead Based Paint Hazard Control Program for Property Located at 7014-7018 Plaska Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, for an amount of \$45,525 to remediate lead-based paint hazards on a multi-family apartment complex located at 7014-7018 Plaska Avenue;
2. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount; and
3. Authorize City Manager to execute contract.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

5. **Approve Professional Services Agreement (PSA) with LAN WAN Enterprise, Inc. for Voice Over Internet Protocol Telephone Systems Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Professional Services Agreement between Lan Wan Enterprise, Inc. and the City of Huntington Park relating to voice over internet protocol telephone system services; and
2. Authorize City Manager to execute agreement.

6. **Approve Professional Services Agreement (PSA) with HdL Software, LLC for Business License Software Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

PARKS AND RECREATION

7. **Approve Additional Budget Appropriation and Allocation of Land & Water Conservation Funds for the Salt Lake Park Splash Pad Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize additional budget appropriation of \$173,558 to the Land & Water Conservation Fund account #251-6010-451.73-10.

END OF REGULAR AGENDA

PUBLIC HEARING

FINANCE

8. Resolution Approving Annual Report for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year (FY) Ending June 30, 2018

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2017-25, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2017-2018.

9. Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution.

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 August 1st City Council Meeting is hereby cancelled due to National Night Out. The City of Huntington Park City Council will adjourn **to a Special Meeting on Thursday, August 3, 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 13th of July 2017.



Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Wednesday, July 5, 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 6:00 p.m. on Wednesday, July 5, 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, and Mayor Marilyn Sanabria. ABSENT: Vice Mayor Jhonny Pineda.

CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Josette Espinosa, Director of Parks and Recreation; Sergio Infanzon, Community Development Director; Martha Castillo, Human Resources Director; Annie Ruiz, Finance Manager; Teresa Garcia, Budget Analyst; Manuel Acosta, Economic Development Manager; Carlos Luis, Senior Planner; Fernanda Palacios, Project Manager; Janie Pichardo, Management Analyst, and Estefania Zamora, City Clerk Staff. ABSENT: Daniel Hernandez, Director of Public Works and Donna Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Sanabria.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Avila.

PRESENTATIONS AND ANNOUNCEMENTS

No one was in attendance to receive certificate - "Certificate of Appreciation," Presented to Water Replenishment District (WRD) for a Longstanding and Collaborative Relationship with the City of Huntington Park and for their Commitment to Protecting the Groundwater in the Central Basin

PUBLIC COMMENT

1. Rodolfo Cruz, commented on trash in the city and taxes.
2. Chanell Temple, spoke in regards to slaves and people coming into this country illegally.
3. Janice Montgomery, commented on commissioners.
4. Janet West, commented on Arthur Schaper being removed from the Council Chamber at a previous meeting.
5. Vaughn Becht, read a poem.
6. Iglesia Sinai, spoke in regards to a three-day permit she requested for an event at Salt Lake Park.
7. Mike McCoy, commented on the ICE Hotline.
8. Robin Hvidston, spoke in opposition to Council and comments regarding a Council Member's personal Facebook.
9. Keith Hardine, commented on constitution, founders and immigrants, and opposed to "Illegal Immigrants."
10. Raul Rodriguez Jr., acknowledge president, complained about not receiving a reply from city manager or chief of police and comments made on Facebook.

Mayor Sanabria gave individual with red hat 1st warning.

Mayor Sanabria gave a 1st warning to the lady sitting next to the individual in the red hat and warned her if given a 2nd warning she would be escorted out.

Mayor Sanabria gave Raul Rodriguez his 1st warning.

11. Robert Lauten, commented on legislation.

12. DeAnn D'Lean, commented on We the People Rising not being allowed to gather together.

13. Arthur Schaper, commented on his cape, room capacity, prior comment regarding black slaves, his false arrest, and minutes.

Mayor Sanabria called the man in the red tie out of order.

Mayor Sanabria gave Arthur Schaper his 1st warning for being out of order.

Mayor Sanabria gave the lady sitting next to the individual in the red hat a 2nd warning and asked Sargent at Arms to escort her out.

City Attorney Alvarez-Glasman advised Mayor Sanabria that the card someone was claiming to have turned in, was turned in late and advised the Mayor it is appropriate to recess to closed session to discuss items on the agenda.

Arthur Schaper became very disruptive as the Council recessed to closed session.

STAFF RESPONSE – None.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property Location: 2901-2909 Sauson Avenue, Huntington Park, CA

APN#s: 6310-016-005 thru 007

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

Negotiating Parties: Owner

Under Negotiation: Sale

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code section 54956.9(d)(1) – One Matter

J.H., a minor, by and through his Guardian Ad Litem, Marcela Lujano, et al. v.
City of South Gate/ City of Huntington Park, et al.

At 7:48 p.m. Mayor Sanabria reconvened to open session with all Council Members present with the exception of Vice Mayor Pineda ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced that prior to recessing to closed session that he did announce that the city council would be recessing into closed session for the two items listed on the agenda. City Council did in fact recess into closed session (Pineda ABSENT) and then announced for the two items that were listed were discussed with City Council there was no action taken on either of the two items, no final action, nothing to report.

City Attorney would like the record to further reflect that an individual indicated that she believed her speaker card was turned in timely, Ms. Retama, who was actually just removed by one of our Police Officers. Mr. Alvarez-Glasman further states that upon his return from closed session that the card was left on the podium and that the box in which it was supposed to be deposited in, if it was turned in timely, had already been removed

by City Manager, so the records should clearly reflect that Ms. Retama did not comply with the requirements of the city's agenda that all cards must be turned in prior to or at the time of public comment period commencing and because she failed to do so, with no exceptions to be made, that is why she was not called to speak.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, seconded by Council Member Avila. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1 Special Meeting Budget Workshop held Tuesday, June 13, 2017; and
 - 1-2 Regular City Council Meeting held Tuesday, June 20, 2017.

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated July 5, 2017.

HUMAN RESOURCES

3. Adopted Resolution No. 2017-20, Revising Class Specifications for the Position of City Manager and Repealing Resolution No. 2011-02; adopted Resolution No. 2017-21, Revising Class Specifications for the Position of Assistant City Manager and Repealing Resolution No. 2012-67; adopted Resolution No. 2017-22, Revising Class Specifications for the Position of City Clerk and Repealing Resolution No. 2014-52; adopted Resolution No. 2017-23, Revising Class Specifications for the Position of Chief of Police and Repealing Resolution No. 2009-121 and adopted Resolution No. 2017-24, Revising Class Specifications for the Position of Director of Parks and Recreation and Repealing Resolution No. 2009-76.

COMMUNITY DEVELOPMENT

4. Adopted Resolution No. 2017-19, approving Final Parcel Map No. 71213 for the consolidation of three (3) lots into one (1) lot on property located at 3260-3300 E. Florence Avenue.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

5. **Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference, September 13-15, 2017, Sacramento, California**

City Manager Edgar Cisneros presented item.

Motion: Council Member Ortiz motioned to appoint herself as the Delegate and Mayor Sanabria and Council Member Macias as the Alternates to represent the City at the 2017 League of California Cities Annual Conference business meeting, seconded by Council Member Avila. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

FINANCE

6. Continued from the Regular City Council Meeting of June 20, 2017 - Review and Consideration to Adopt the Fiscal Year 2017-2018 Budget

Interim Finance Director John Ornelas presented item.

Motion: Mayor Sanabria motioned to adopt Resolution No. 2017-13 Adopting a Budget for the Fiscal Year Commencing July 1, 2017 and ending June 30, 2018. Motion failed due to no second.

Substitute Motion: Council Member Macias motioned to adopt Resolution No. 2017-13 Adopting a Budget for the Fiscal Year Commencing July 1, 2017 and ending June 30, 2018 with the removal of the \$400 on the line item budget for City Council and for HUB Cities to be the sole contractor for the Youth Program that we have budgeted in CDBG, seconded by Mayor Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

7. Continued from the Regular City Council Meeting of June 20, 2017 Resolution Establishing the Appropriation Limit for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

Interim Finance Director John Ornelas presented item.

Motion: Council Member Ortiz motioned to adopt Resolution No. 2017-15, Establishing the Appropriation Limit Pursuant to the Provisions of the California Constitution Article XIII B for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018, seconded by Council Member Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

8. Continued from the Regular City Council Meeting of June 20, 2017 Resolution Revising Fees to the City of Huntington Park Master Fee Schedule

Interim Finance Director John Ornelas presented item.

Motion: Council Member Macias motioned to adopt Resolution No. 2017-16, Revising Fees Amounts Applicable to Listed City Services in Accordance with the City of Huntington Park Master Fee Schedule, seconded by Council Member Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

POLICE

9. Approve Renewal of Agreement with Trittech for Software Maintenance Services

Motion: Council Member Ortiz motioned to approve renewal of agreement with Tritech Software Systems for police department software maintenance services and authorize Chief of Police to execute agreement, seconded by Council Member Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

PUBLIC HEARING

COMMUNITY DEVELOPMENT

10. Ordinance Amending Title 9, Chapter 4, Article 2, Sections 9-4.202 and 9-4.203 of the Huntington Park Municipal Code and Section 4-6 of the Huntington Park Downtown Specific Plan Relating to Allowable Uses and Development Standards

Motion: Council Member Macias motioned to waive first reading and introduce Ordinance No. 2017-958, amending Title 9, Chapter 4, Article 2, sections 9-4.202 and 9-4.203, Section 4-6 of the Huntington Park Downtown Specific Plan and Section 4-6, of the Downtown Huntington Park Specific Plan related to allowable uses and development standards and schedule the second reading and adoption of said Ordinance, as described above, for the July 18, 2017 City Council meeting, seconded by Council Member Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

Chief of Police Cosme Lozano commented on the comment made during public comment by Raul Rodriguez indicating he attempted to call my office today, which I was not aware of but he did have a lengthy discussion with Lieutenant Martinez regarding his concerns, which he failed to mention.

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, announced his return from vacation, commented on the 4th of July event, opening of the swim program at Linda Marquez High School, thanked staff for all their support, to Chief Lozano for controlling the meeting and to John Ornelas for the budget.

Council Member Graciela Ortiz, thanked Parks and Recreation staff for an amazing 4th of July event at Salt Lake Park, thanked colleagues for making a lot of youth happy for handing out toys, reminded the residents of the swim program at Linda Marquez High School, and thanked staff for all their support.

Council Member Karina Macias, thanked Finance staff for all their support with the budget, thanked Parks and Recreation staff for a wonderful 4th of July event, acknowledged the opening of the swim program, thanked the Police Officers and staff for their support and expressed appreciation for all they do even though some of the circumstances aren't the best and apologies for any comments made by those individuals towards the Police Officers.

Vice Mayor Jhonny Pineda – Absent.

Mayor Marilyn Sanabria, thanked Finance staff for all their support with the budget, thanked colleagues and Parks and Recreation for a fantastic 4th of July event, and reiterated the summer drop in swim program.

ADJOURNMENT

At 8:12 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council in memory of Mr. Aureliano (Nano) Muñoz, longtime resident and Committee Member of the Southeast Cities Relay for Life, to a Regular Meeting on Tuesday, July 18, 2017, at 6:00 P.M.

Respectfully submitted,

Estefania Zamora, City Clerk Staff
For Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
7-18-17**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
ABBA TERMITE & PEST CONTROL	32381	111-7065-441.61-20	Dept Supplies & Expense	1,062.00
				1,062.00
ADAMSON POLICE PRODUCTS	INV247152	225-7120-421.74-10	Equipment	793.88
	INV247386	225-7120-421.74-10	Equipment	5,604.50
				6,398.38
ADMIN SURE	10187	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				7,080.40
AFSCME COUNCIL 36	PPE 7/2/2017	802-0000-217.60-10	Association Dues	727.32
				727.32
ALFARO COMMUNICATIONS CONSTRUCTION	FOUR	232-8010-431.73-10	Improvements	27,816.13
	FOUR	239-8010-431.73-10	Improvements	14,467.16
				42,283.29
ALL CITY MANAGEMENT SERVICES	49417	111-7022-421.56-41	Contractual Srv - Other	3,429.34
	49417	111-7022-421.56-41	Contractual Srv - Other	2,339.43
				5,768.77
ALL STAR ELITE SPORTS	1265	111-6030-451.61-35	Recreation Supplies	13.43
	1269	111-6030-451.61-35	Recreation Supplies	1,840.32
				1,853.75
ALVAREZ-GLASMAN & COLVIN	2017-04-16108	111-0220-411.32-70	Contractual Srv Legal	21,883.52
	2017-04-16109	111-0220-411.32-70	Contractual Srv Legal	15,067.20
	2017-04-16110	111-0220-411.32-70	Contractual Srv Legal	4,337.00
	2017-04-16111	111-0220-411.32-70	Contractual Srv Legal	6,762.20
				48,049.92
AMERICAN CELEBRATIONS	173097	111-7010-421.61-20	Dept Supplies & Expense	23.64
	164137	111-7010-421.61-20	Dept Supplies & Expense	288.69
	166144	111-7010-421.61-20	Dept Supplies & Expense	10.99
	166148	111-7010-421.61-20	Dept Supplies & Expense	20.46
	167256	111-7010-421.61-20	Dept Supplies & Expense	14.72
	168350	111-7010-421.61-20	Dept Supplies & Expense	14.85
	169375	111-7010-421.61-20	Dept Supplies & Expense	11.45
				384.80
AMERICAN FAMILY LIFE ASSURANCE	PPE 7/2/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				106.58

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
7-18-17**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
AMERICAN TRANSPORTATION SYSTEMS	103908	219-0250-431.57-70	Recreation Transit	1,185.00
				1,185.00
AMERIFACTORS	18525	111-8023-451.43-10	Buildings - O S & M	381.40
				381.40
ARMANDO ACOSTA	7/5/2017	111-6030-451.33-90	Referee Services	116.00
				116.00
ARTURO ADORNO	7/4/2017	111-6020-451.56-41	Contractual Srvc - Other	2,000.00
				2,000.00
ASSOCIATED OF LOS ANGELES, INC.	S1125068.001	535-8016-431.61-45	Street Lighting Supplies	195.75
	S1125068.002	535-8016-431.61-45	Street Lighting Supplies	883.59
				1,079.34
AT&T MOBILITY	X06142017	239-5055-419.53-10	Telephone & Wireless	295.73
				295.73
AT&T PAYMENT CENTER	6/20-7/19/2017	111-7010-421.53-10	Telephone & Wireless	54.49
				54.49
BARR & CLARK INC	43975	246-5098-463.56-41	Contractual Srvc - Other	540.00
	43976	246-5098-463.56-41	Contractual Srvc - Other	198.00
	43977	246-5098-463.56-41	Contractual Srvc - Other	186.00
	43987	246-5098-463.56-41	Contractual Srvc - Other	234.00
	44034	246-5098-463.56-41	Contractual Srvc - Other	540.00
				1,698.00
BATTERY SYSTEMS INC	4008781	741-8060-431.43-20	Fleet Maintenance	106.52
	4025512	741-8060-431.43-20	Fleet Maintenance	425.95
				532.47
BSN SPORTS, LLC	I20910713	111-6030-451.61-35	Recreation Supplies	2,066.25
				2,066.25
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 6/04/2017	802-0000-217.30-10	PERS	34,303.34
	PPE 6/04/2017	802-0000-218.10-10	PERS	17,578.04
	PPE 6/04/2017	802-0000-218.10-10	PERS Employer	38,590.52
	PPE 6/18/2017	802-0000-217.30-10	PERS Employer	56,979.77
	PPE 6/18/2017	802-0000-218.10-10	PERS Employer	18,073.29
	PPE 6/18/2017	802-0000-218.10-10	PERS Employer	91,957.43
				257,482.39

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
CALPERS	100000014974041	802-0000-217.50-10	Health Insurance	148,839.76
	100000014974041	746-0213-413.56-41	Contractual Srvc - Other	461.40
	100000014974041	217-0230-413.28-00	Retiree Health Ins Premum	147,101.88
	100000014974041	217-0230-413.56-41	Contractual Srvc - Other	495.57
				296,898.61
CARPENTER ROTHANS & DUMONT LLP	29275	745-9031-413.32-70	Contractual Srv Legal	928.50
	29105	745-9031-413.32-70	Contractual Srv Legal	1,553.80
	29245	745-9031-413.32-70	Contractual Srv Legal	4,757.80
	29090	745-9031-413.32-70	Contractual Srv Legal	1,102.80
	29257	745-9031-413.32-70	Contractual Srv Legal	1,511.70
				9,854.60
CENTRAL FORD	299720	741-8060-431.43-20	Fleet Maintenance	17.45
	300173	741-8060-431.43-20	Fleet Maintenance	90.25
				107.70
CENTURY 21 POWERHOUSE REALTY	63983-64531	111-0000-228.20-00	Deposit Refund	500.00
				500.00
CHARTER COMMUNICATIONS	0467069062717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	04444795062217	111-9010-419.53-10	Telephone & Wireless	680.00
	0389644062117	121-7040-421.56-14	Welfare Inmate Fd Expense	220.62
				2,150.62
CHHP MANAGEMENT, LLC	13571	111-0000-228-70-00	Business License Refund	5.27
				5.27
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 7/2/2017	802-0000-217.30-30	Med Reimb 125	380.84
				380.84
CITY OF HUNTINGTON PARK GEA	PPE 7/2/2017	802-0000-217.60-10	Association Dues	140.05
				140.05
COLONIAL SUPPLEMENTAL INSURANCE	PPE 7/2/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				1,051.59
CPRS DISTRICT 10	024939-17/18	111-6010-451.59-15	Professional Development	185.00
				185.00
DAILY JOURNAL CORPORATION	B3014806	681-8030-461.54-00	Advertising & Publication	79.80
	B3021466	681-8030-461.54-00	Advertising & Publication	88.20
	B3023937	111-5010-419.54-00	Advertising & Publication	205.80
				373.80

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
DANIEL RODRIGUEZ	7/6/2017	111-7022-421.16-20	Uniform Allowance	550.00
				550.00
DAPPER TIRE CO.	44608597	741-8060-431.43-20	Fleet Maintenance	991.97
	44473653	741-8060-431.43-20	Fleet Maintenance	602.30
				1,594.27
DARRYL INOUYE	7/6/2017	111-7022-421.16-20	Uniform Allowance	550.00
				550.00
DATA TICKET INC.	79725	239-5055-419.56-41	Contractual Srvc - Other	37.00
	79725	111-5055-419.56-41	Contractual Srvc - Other	24.67
				61.67
DAY WIRELESS SYSTEMS	589236_A	111-7022-421.56-41	Contractual Srvc - Other	2,753.12
				2,753.12
DEPARTMENT OF CORONER	17ME0364	111-7030-421.56-41	Contractual Srvc - Other	100.00
				100.00
DIMENSION DATA NORTH AMERICA, INC	8040137	111-7010-421.56-41	Contractual Srvc - Other	470.00
				470.00
DISH NETWORK	7/12-8/11/17	111-7010-421.56-41	Contractual Srvc - Other	63.55
				63.55
EVENT CONTROL TEAM	12271	111-0000-228-70-00	Business License Refund	60.00
				60.00
EXPERT ROOTER	94332	111-8023-451.43-10	Buildings - O S & M	88.00
				88.00
F&A FEDERAL CREDIT UNION	PPE 7/2/2017	802-0000-217.60-40	Credit Union	12,200.00
				12,200.00
FARAHI LAW FIRM AND FLORA CORONA	DOI07192015	745-9031-413.52-30	Ins - Benefits Active EEs	50,000.00
				50,000.00
FERGUSON ENTERPRISES INC	4830149	535-8090-452.61-20	Buildings - O S & M	795.39
	4841418	111-8023-451.43-10	Dept Supplies & Expense	1,642.13
				2,437.52
GAGE CHECK CASHING	4196	111-0000-228-70-00	Business License Refund	50.22
				50.22

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
GALLS, LLC	BC0435602	111-7022-421.61-24	Patrol Admin Volunteers	72.87
	BC0435601	111-7022-421.61-24	Patrol Admin Volunteers	72.87
				145.74
GARY M. ROGERS	7/5/2017	111-6030-451.33-90	Referee Services	58.00
				58.00
GLOBALSTAR USA	100000008428020	111-7010-421.53-10	Telephone & Wireless	69.15
				69.15
GORM INC	248621	535-8090-452.61-20	Dept Supplies & Expense	1,543.49
				1,543.49
GRAFFITI PROTECTIVE COATINGS INC.	1005-0617	111-8095-431.56-75	Contract Grafitti Removal	32,250.00
				32,250.00
HARD COPY	Y6265.09A	745-9031-413.32-70	Contractual Srv Legal	92.38
				92.38
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 7/2/2017	802-0000-217.60-10	Association Dues	150.00
				150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 7/2/2017	802-0000-217.60-10	Association Dues	4,800.44
				4,800.44
INTER VALLEY POOL SUPPLY, INC	96437	681-8030-461.41-00	Water Purchase	166.39
	96436	681-8030-461.41-00	Water Purchase	161.40
	96435	681-8030-461.41-00	Water Purchase	209.65
				537.44
INTERLOG HYM ENGINEERING	I-HYM-008	232-8010-431.73-10	Improvements	57,111.20
				57,111.20
JACK'S MUFFLER SERVICE	7415	741-8060-431.43-20	Fleet Maintenance	563.25
				563.25
JAIME ROMERO	6/28/2017	111-0000-228.20-00	Deposit Refund	500.00
				500.00
JAVIER CARRILLO	7/5/2017	111-6030-451.33-90	Referee Services	58.00
				58.00
JDS TANK TESTING & REPAIR INC	10387	741-8060-431.43-20	Fleet Maintenance	135.00
				135.00
KEYSTONE UNIFORM DEPOT	064012	111-7022-421.61-24	Patrol Admin Volunteers	250.02
				250.02

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
KURT J. CAMP	HP00089	111-7030-421.56-41	Contractual Srvc - Other	200.00
				200.00
LA COUNTY SHERIFF'S DEPT	174755JJ	111-7040-421.56-41	Contractual Srvc - Other	445.00
				445.00
LACMTA	100690	219-0250-431.58-50	Bus Passes	5,080.00
				5,080.00
LAN WAN ENTERPRISE, INC	58563	111-8020-431.61-20	Equipment	396.00
	58564	229-7010-421.74-10	Equipment	31,629.83
	58571	229-7010-421.74-10	Dept Supplies & Expense	9,978.00
	58560	225-7120-421.74-10	Equipment	17,479.45
	58583	111-0230-413.74-10	Equipment	1,761.86
				61,245.14
LEONARD GARCIA	300753	111-6020-451.61-35	Recreation Supplies	40.61
	S0001	111-6020-451.61-35	Recreation Supplies	2.50
	546504023040412	111-6020-451.61-35	Recreation Supplies	16.06
	00057	111-6020-451.61-35	Recreation Supplies	24.44
	00026	111-6020-451.61-35	Recreation Supplies	18.00
	2-7191-0190-008	111-6020-451.61-35	Recreation Supplies	33.32
	2-7161-0190-008	111-6020-451.61-35	Recreation Supplies	73.21
				208.14
LGP EQUIPMENT RENTALS INC	100717	111-8010-431.61-21	Materials	179.44
				179.44
LOS ANGELES COUNTY POLICE CHIEF ASN	9/13-9/15/2017	111-7010-421.59-15	Professional Development	200.00
				200.00
LOZADA'S TRANSMISSIONS INC.	3215	741-8060-431.43-20	Fleet Maintenance	1,750.00
				1,750.00
LYNBERG & WATKINS APC	45559	745-9031-413.32-70	Contractual Srv Legal	989.23
	45860	745-9031-413.32-70	Contractual Srv Legal	383.00
	45860	745-9031-413.32-70	Contractual Srv Legal	1,420.34
				2,792.57
MANAGED HEALTH NETWORK	PRM-009297	802-0000-217.50-60	Employee Mental Wellness	1,313.76
				1,313.76

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
MARIA PRECIADO	292840	287-8057-432.61-20	Dept Supplies & Expense	339.03
				339.03
MARIA VALENCIA	7/1/16-6/30/17	219-0250-431.59-15	Professional Development	12.84
				12.84
MARX BROS FIRE EXTINGUISHER CO INC.	E30282	741-8060-431.43-20	Contractual Srvc - Other	366.16
	E30280	111-8022-419.56-41	Contractual Srvc - Other	421.75
	E30281	111-8024-421.56-41	Contractual Srvc - Other	144.00
	E30284	111-8023-451.56-41	Contractual Srvc - Other	280.75
	E30285	111-8020-431.56-41	Fleet Maintenance	199.00
				1,411.66
MAYWOOD MUTUAL WATER COMPANY, NO. 1	4/24-6/23/17	681-8030-461.62-20	Power Gas & Lubricants	1,089.60
	4/24-6/23/17	681-8030-461.62-20	Power Gas & Lubricants	155.20
	4/24-6/23/2017	681-8030-461.62-20	Power Gas & Lubricants	257.60
				1,502.40
MCMASTER-CARR SUPPLY CO.	34116226	111-8023-451.43-10	Buildings - O S & M	97.66
				97.66
MERRIMAC ENERGY GROUP	2172170	219-0250-431.62-30	Metro Transit Fuel & Oil	7,000.00
	2172170	741-8060-431.62-30	Metro Transit Fuel & Oil	11,171.86
				18,171.86
METRO TRANSIT SERVICES	201706-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	50,000.00
				50,000.00
MISC-RELOCATION PROJECT	6/29/2017	246-5098-463.56-41	Contractual Srvc - Other	480.00
				480.00
MR. HOSE INC.	124066	741-8060-431.43-20	Fleet Maintenance	162.28
				162.28
NAPA PARTS WHOLESALE	4832-222884	741-8060-431.43-20	Fleet Maintenance	37.64
	4832-222552	741-8060-431.43-20	Fleet Maintenance	96.49
				134.13
NATION WIDE RETIREMENT SOLUTIONS	PPE 7/2/2017	802-0000-217.40-10	Deferred Compensation	16,529.31
				16,529.31

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
NATIONWIDE ENVIRONMENTAL SERVICES	28444	221-8010-431.56-41	Contractual Srvc - Other	23,992.66
	28444	231-8010-415.56-41	Contractual Srvc - Other	7,188.74
	28444	222-5030-431.56-41	Contractual Srvc - Other	6,684.20
	28445	220-8070-431.56-41	Contractual Srvc - Other	9,288.50
	28445	111-8010-431.56-41	Contractual Srvc - Other	6,840.00
				53,994.10
O'REILLY AUTO PARTS	2959-257487	741-8060-431.43-20	Fleet Maintenance	57.59
	2959-257488	741-8060-431.43-20	Fleet Maintenance	28.25
	2959-254986	741-8060-431.43-20	Fleet Maintenance	58.88
	2959-256520	741-8060-431.43-20	Fleet Maintenance	141.36
	2959-254723	741-8060-431.43-20	Fleet Maintenance	94.94
	2959-254957	741-8060-431.43-20	Fleet Maintenance	53.65
	2959-257190	741-8060-431.43-20	Fleet Maintenance	13.04
	2959-257235	741-8060-431.43-20	Fleet Maintenance	10.86
	2959-256817	741-8060-431.43-20	Fleet Maintenance	36.22
	2959-257200	741-8060-431.43-20	Fleet Maintenance	12.77
	2959-257202	741-8060-431.43-20	Fleet Maintenance	-21.79
				485.77
OK PRINTING DESIGN & DIGITAL PRINT	487	111-5055-419.61-20	Dept Supplies & Expense	37.44
	487	239-5055-419.61-20	Dept Supplies & Expense	56.16
				93.60
ORIENTAL TRADING COMPANY, INC.	684491957-01	111-6020-451.61-35	Recreation Supplies	206.94
				206.94
OSUNA SINALOA AUTO GLASS CORP	1000611	741-8060-431.43-20	Fleet Maintenance	110.00
				110.00
OWEN GROUP, INC	3858	222-4010-431.56-41	Contractual Srvc - Other	23,840.00
				23,840.00
PARS	37374	111-9010-419.32-40	Audit Fees	9,500.00
				9,500.00
PAUL WEINRICH	7/6/2017	111-7022-421.16-20	Uniform Allowance	550.00
				550.00
PENSKE CHEVROLET	210900	741-8060-431.43-20	Fleet Maintenance	45.32
				45.32

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
PETRA MARQUEZ	62866/64530	111-0000-228.20-00	Deposit Refund	500.00
				500.00
PRECISION CONCRETE CUTTING	170608	222-5030-431.56-41	Contractual Srvc - Other	64,979.03
				64,979.03
PRO FORCE LAW ENFORCEMENT	312151	233-7010-421.74-10	Equipment	718.88
	312151	111-7022-421.61-28	Dept Supplies DEU	718.89
				1,437.77
PRUDENTIAL OVERALL SUPPLY	52017518	111-6020-451.56-41	Contractual Srvc - Other	122.91
				122.91
PURCHASE POWER	6/14/2017	111-9010-419.53-20	Postage	1,475.74
				1,475.74
PYRO ENGINEERING INC.	15412	111-6010-466.55-40	Fourth of July	12,500.00
				12,500.00
QUALITY CODE PUBLISHING LLC	2017-234	111-1010-411.56-41	Contractual Srvc - Other	1,029.72
				1,029.72
RCS INVESTIGATIONS & CONSULTING,LLC	3630	111-7040-421.56-41	Contractual Srvc - Other	6,565.00
				6,565.00
ROBERTO HERNANDEZ	7/6/2017	111-7022-421.16-20	Uniform Allowance	550.00
				550.00
SANTA FE BUILDING MAINTENANCE	16150	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16151	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16157	111-6020-451.56-41	Contractual Srvc - Other	600.00
	16158	111-6020-451.56-41	Contractual Srvc - Other	400.00
	16109	111-8020-431.56-41	Contractual Srvc - Other	3,528.23
	16109	111-8023-451.56-41	Contractual Srvc - Other	6,401.78
	16109	111-8024-421.56-41	Contractual Srvc - Other	3,466.95
				14,796.96
SEAL MASTER OF SOUTHERN CALIFORNIA	55641	111-8010-431.61-21	Materials	1,815.58
				1,815.58
SEVERN TRENT ENVIRONMENTAL SERVICES	21204	681-8030-461.43-30	Maintenance of Wells	7,319.40
				7,319.40
SILVIA A. AGUILAR ZEPEDA	0283702	111-6020-451.56-41	Contractual Srvc - Other	520.00
				520.00

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
SIRCHIE FINGERPRINT LABORATORIES	0305776-IN	120-7040-421.59-10	Tuition & Training	7,478.61
				7,478.61
SMART & FINAL	044781	111-6020-451.61-35	Recreation Supplies	151.86
	021847	111-6020-451.61-35	Recreation Supplies	132.97
				284.83
SOUTHERN CALIFORNIA EDISON	4/24-6/22/2017	111-8024-421.62-10	Heat Light Water & Power	697.98
	5/18-6/19/2017	111-8020-431.62-10	Heat Light Water & Power	1,412.55
	5/26-6/27/2017	535-8016-431.62-10	Heat Light Water & Power	67.00
	4/27-6/20/2017	535-8016-431.62-10	Heat Light Water & Power	13,280.29
	4/27-6/20/2017	681-8030-461.62-20	Heat Light Water & Power	9,028.58
	6/6-7/6/17	535-8016-431.62-10	Heat Light Water & Power	49.46
	5/1-6/9/2017	681-8030-461.62-20	Heat Light Water & Power	14,505.31
	5/1-6/9/2017	535-8016-431.62-10	Power Gas & Lubricants	21,454.32
5/1-6/9/2017	111-8024-421.62-10	Power Gas & Lubricants	1,308.90	
				61,804.39
ST FRANCIS, LLC.	1661023	111-8014-429.56-41	Contractual Srvc - Other	493.75
	1661024	111-8014-429.56-41	Contractual Srvc - Other	4,608.00
				5,101.75
STANDARD INSURANCE COMPANY	7/1/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,592.51
	7/1/2017	802-0000-217.50-70	Life, ADD, LT Disability	7,148.73
				8,741.24
SUPERION, LLC	139742	111-9010-419.43-15	Financial Systems	10,859.50
				10,859.50
T&T PUBLIC RELATIONS	17-055	288-8058-432.54-00	Advertising & Publication	3,455.00
				3,455.00
TELEWORKS	15669	111-9010-419.53-10	Telephone & Wireless	188.75
	15706	111-9010-419.53-10	Telephone & Wireless	282.50
				471.25
THE PUN GROUP, LLP	111038	111-9010-419.32-40	Audit Fees	20,000.00
				20,000.00
TIERRA WEST ADVISORS, INC	HP-0517	111-5010-419.56-41	Contractual Srvc - Other	996.25
				996.25

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
TRANSTECH ENGINEERS, INC.	20172006	111-8010-431.56-41	Contract Engineer Service	270.00
	20172007	111-8010-431.56-41	Contract Engineer Service	450.00
	20172013	111-8010-431.56-41	Contract Engineer Service	225.00
	20172016	111-8010-431.56-41	Contractual Srvc - Other	315.00
	20172017	111-8010-431.56-41	Contractual Srvc - Other	225.00
	20172019	111-8010-431.56-41	Contractual Srvc - Other	975.00
	20172220	111-8010-431.56-41	Contractual Srvc - Other	3,030.00
	20172211	111-8010-431.56-41	Contractual Srvc - Other	1,035.00
	20172212	111-8010-431.56-41	Contractual Srvc - Other	1,415.00
	20172213	111-8010-431.56-41	Contractual Srvc - Other	1,080.00
	20172214	111-8010-431.56-41	Contractual Srvc - Other	1,100.00
	20172215	111-8010-431.56-41	Contractual Srvc - Other	675.00
	20172217	111-8010-431.56-41	Contractual Srvc - Other	855.00
	20172218	111-8010-431.56-41	Contractual Srvc - Other	165.00
	20172219	111-8010-431.56-41	Contractual Srvc - Other	165.00
	20172195	111-8010-431.56-41	Contractual Srvc - Other	5,135.00
	20172198	111-8010-431.56-41	Contractual Srvc - Other	180.00
	20172199	111-8010-431.56-41	Contractual Srvc - Other	180.00
	20172200	111-8010-431.56-41	Contractual Srvc - Other	45.00
	20172202	111-8010-431.56-41	Contractual Srvc - Other	405.00
	20172205	111-8010-431.56-41	Contractual Srvc - Other	978.90
	20172206	111-8010-431.56-41	Contractual Srvc - Other	450.00
	20172207	111-8010-431.56-41	Contractual Srvc - Other	765.00
	20172208	111-8010-431.56-41	Contractual Srvc - Other	270.00
	20172209	111-8010-431.56-41	Contractual Srvc - Other	515.00
	20172014	111-8010-431.56-41	Contractual Srvc - Other	360.00
	20172201	220-8010-431.73-10	Contractual Srvc - Other	562.50
	20172197	111-4010-431.56-62	Contractual Srvc - Other	3,240.00
	20172204	111-4010-431.56-62	Contractual Srvc - Other	250.00
	20172240	111-4010-431.56-62	Improvements	9,529.75
	20172216	535-8016-431.73-10	Improvements	3,865.00

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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
TRIMMING LAND CO INC	8016	535-8090-452.56-60	Contract Landscape Labor	1,300.00
				1,300.00
UNIFIED GROCERS, INC	370	111-0000-228-70-00	Business License Refund	10.00
				10.00
U.S. BANK	PPE 7/2/2017	802-0000-217.30-20	PARS	1,839.09
	PPE 7/2/2017	802-0000-217.30-20	PARS	2,228.47
	PPE 7/2/2017	802-0000-218.10-05	PARS EMPLOYER	15,265.47
	PPE 7/2/2017	802-0000-218.10-05	PARS EMPLOYER	3,275.00
				22,608.03
USA POOLS LLC	1595	111-6020-451.56-41	Contractual Srvc - Other	11,938.00
	1625	111-6020-451.56-41	Contractual Srvc - Other	7,597.00
				19,535.00
VULCAN MATERIALS COMPANY	71468795	111-8010-431.61-21	Materials	81.02
				81.02
WALTERS WHOLESALE ELECTRIC COMPANY	S108168102.001	535-8016-431.61-45	Street Lighting Supplies	62.86
				62.86
WELLS FARGO BANK-FIT	PPE 7/2/2017	802-0000-217.20-10	Federal W/Holding	49,604.24
				49,604.24
WELLS FARGO BANK-MEDICARE	PPE 7/2/2017	802-0000-217.10-10	Medicare	9,833.86
				9,833.86
WELLS FARGO BANK-SIT	PPE 7/2/2017	802-0000-217.20-20	State W/Holding	15,750.83
				15,750.83
WILDAN FINANCIAL SERVICES	010-33880	111-9010-419.56-41	Contractual Srvc - Other	200.00
	010-35007	535-8016-431.56-41	Contractual Srvc - Other	2,033.67
				2,233.67
WOOD OIL COMPANY	13605	111-0000-228-70-00	Business License Refund	63.65
				63.65
XEROX CORPORATION	089752598	285-8050-432.43-05	Office Equip - O S & M	166.78
	089752598	681-8030-461.43-05	Office Equip - O S & M	166.78
				333.56
YASMIN CRUZ	64182/64295	111-6060-466.33-20	Contractual Srv Class	152.00
				152.00
				1,505,662.57

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1: Title 9, Chapter 4, Article 2, Section 9-4.202 of the Huntington Park Municipal Code is hereby amended to read as follows:

Article 2. Commercial/Office/Mixed Use Zones

9-4.202 Allowed uses.

Any use designated as “Permitted” by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this article as well as Chapter 3 (General Regulations). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit in compliance with Chapter 2, Article 10.

The following list of Allowed Land Uses, Table IV-5, establishes the primary land uses in the C-P, C-N and C-G zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

Table IV-5
ALLOWED LAND USES

Land Use Activity		C-P	C-N	C-G
Administrative and Professional Offices:				
1.	Administrative, Business, Service, and Public Utilities	P	P	P
2.	Accounting, Consulting, Counseling, Design, and Legal	P	P	P
3.	Headquarters (Business, Corporate, and Government)	P	P	P
4.	Medical/Dental Uses	P	P	P
General Commercial Uses:				
1.	Auditoriums/Concert/Convention Halls	-	-	C
2.	Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7]			
3.	Amusement/Video Arcades	-	-	C
4.	Antique Shops	-	P	P
5.	Apparel/Shoe Stores	-	P	P

	Land Use Activity	C-P	C-N	C-G
1				
2	6. Appliance Stores	-	P	P
3	7. Art/Photography Shops, Studios, Galleries	P	P	P
4	8. Auction Sales	-	-	D
5	9. Automobile, Motorcycle, and Truck Dealerships	-	-	C
6	10. Automobile Parts Supply	-	-	C
7	11. Automobile Rental Agencies	-	-	D
8	12. Automobile Repair Specialty Shops	-	-	C
9	13. Automobile Service Centers	-	-	C
10	14. Bakeries (retail only)	-	P	P
11	15. Banks/Financial Offices	P	P	P
12	16. Banquet Halls, Lodges, and Conference Halls	-	-	C
13	17. Barber/Beauty/Nail Shops	P	P	P
14	18. Bars, Cocktail Lounges, Taverns	-	-	C
15	19. Bicycle Shops (sales/service, non-motorized)	-	P	P
16	20. Billiard/Pool Centers	-	-	C
17	21. Book Stores (new/used)	-	P	P
18	22. Book Stores/Adult Business [see regulations in Chapter 5-20]	-	-	P
19	23. Bowling Alley	-	-	C
20	24. Camera Film Drop Off/Express Developing	P	P	P
21	25. Camera Shop (new/used)	-	P	P
22	26. Candy, Confectionery/Ice Cream Stores	-	P	P
23	27. Car Washes	-	-	C
24	28. Catering Establishments	-	-	P
25	29. Check Cashing	-	C	C
26	30. Churches	C	C	C
27	31. Communication Equipment Buildings	P	P	P
28	32. Commuter Bus Stations	-	-	C
	33. Convenience Stores, Mini-Markets	-	D	D
	34. Cultural/Community Facilities	P	P	P
	35. Currency Exchanges	-	-	C
	36. Dance Hall/Club	-	-	C
	37. Dance School/Studios	-	C	P
	38. Day Care Center	C	C	C
	39. Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars under 2,000 square feet	C	P	P
	over 2,000 square feet	-	C	C
	40. Department Stores	-	P	P

	Land Use Activity	C-P	C-N	C-G
1				
2	41. Discount/Club Membership Stores	-	-	P
3	42. Drug Stores	-	P	P
4	43. Dry Cleaning/Dyeing (retail only)	-	P	P
5	44. Electronic/Computer Stores	-	P	P
6	45. Escort Bureau/Introductory Service	C	-	C
7	46. Figure Model Studio (non-nude)	-	-	C
8	47. Floor Covering/Draperies Store	-	-	P
9	48. Florist Shops	P	P	P
10	49. Furniture Stores	-	-	P
11	50. Gift/Stationery Stores	-	P	P
12	51. Glass Shop (sales/service)	-	-	P
13	52. Grocery Stores (including supermarkets)	-	P	P
14	53. Gun Shops	-	-	C
15	54. Hardware Stores (up to 10,000 square feet)	-	P	P
16	55. Health/Athletic Clubs (excluding massage parlors)	P	P	P
17	56. Hobby Shops	-	P	P
18	57. Home Improvement Centers (over 10,000 square feet)	-	-	C
19	58. Hospitals	C	C	C
20	59. Hotels/Motels	-	-	C
21	60. Ice Cream Parlors	-	P	P
22	61. Interior Decorating Shop	-	P	P
23	62. Jewelry Sales/Repair Stores	-	P	P
24	63. Laboratories (including film, medical, and dental)	-	P	P
25	64. Laundromat (retail only)	-	<u>P</u>	<u>P</u>
26			<u>C</u>	<u>C</u>
27	65. Lighting Fixture Stores	-	-	P
28				
	Land Use Activity	C-P	C-N	C-G
29				
30	66. Locksmith Shops	-	P	C
31	67. Marine Sales/Service	-	-	P
32	68. Massage Parlors (acupressure)	-	-	-
33	69. Mini-Malls	-	D	D
34	70. Money Advance	-	C	C
35	71. Money Transfer	-	C	C
36	72. Mortuaries	-	C	P
37	73. Multiple Tenant Merchandise Mart	-	-	C
38	74. Museums	P	P	P
39	75. Music Stores	-	P	P

	Land Use Activity	C-P	C-N	C-G
1				
2	76. Newspaper/Magazine Stores	-	P	P
3	77. Nightclubs (with entertainment/dancing)	-	-	C
4	78. Nurseries/Garden Supply Store	-	P	P
5	79. Office Supplies/Equipment (retail only)	P	-	P
6	80. Optical Shop	P	P	P
7	81. Paint/Wallpaper Stores (retail only)	-	P	P
8	82. Parcel Shipping/Copy/Fax Centers	P	P	P
9	83. Parking Structures	C	C	C
10	84. Pawn Shop/Brokers	-	-	C
11	85. Pet Shops	-	P	P
12	86. Plumbing Fixture Stores	-	P	P
13	87. Pool Supply (retail only)	-	P	P
14	88. Post Office Substation	P	P	P
15	89. Printing/Blueprinting Shops	P	P	P
16	90. Private Schools	C	C	C
17	91. Publicly Accessible Telephones ¹	P	P	P
18	92. Radio/Television Broadcasting Studios (no transmitting)	P	-	C
19	93. Recording Studios	P	C	P
20	94. Recycling Facilities	-	C	C
21	95. Restaurants (less than 4,000 square feet, excluding drive-thrus)	-	D	D
22	96. Restaurants (greater than 4,000 square feet, excluding drive-thrus)	-	C	C
23	97. Restaurants (with drive-thru facilities)	-	-	C
24	98. Restaurants (where outdoor eating facilities are larger than 400 square feet)	-	C	C
25	99. Saving and Loans	P	P	P
26	100. Secondhand Stores	-	-	P
27				C
28	101. Service Stations (including gas stations)	-	C	C
	102. Shoe Repair	-	P	P
	103. Shuttle Stations	-	-	C
	104. Sign/Lettering Shops (with retail sales area)	P	P	P ²
	105. Skating Rinks	-	C	C
	106. Sporting Goods Stores	-	P	P
	107. Stamp/Coin Shops	P	P	P
	108. Tailor Shops	P	P	P
	109. Tattoo or Body Piercing Parlor	-	-	C

Land Use Activity		C-P	C-N	C-G
110.	Tennis Court, Commercial	D	D	D
111.	Theaters, Movie (excluding drive-ins)	-	-	C
112.	Ticket Sales	P	P	P
113.	Tobacco/Smoke Shops [see regulations in Section 4-19.03]	-	P	P
114.	Toy Stores	-	P	P
115.	Trade Schools/Private Schools	C	C	C
116.	Travel Agencies	P	P	P
117.	Variety Stores	-	P	P
118.	Vending Machines (outside, accessory use only)	C	C	C
119.	Veterinary Offices/Animal Hospitals	C	C	C
120.	Video Machines (up to 5)	P	P	P
121.	Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	-	P	P
122.	Wedding Chapels	C	C	C
Other Uses:				
1.	Antennae (accessory only)	C	C	C
2.	Condominiums	-	-	-
3.	Convalescent Homes	C	C	C
4.	Drive-Thru Establishments (accessory only)	-	-	C
5.	Emergency Shelters	-	-	C
6.	Residential Developments (20 du/acre) ²	D	D	-
7.	Outdoor Storage (accessory only)	-	C	C
8.	Wireless Communications Facilities	C	C	C
9.	Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	-	-	-
10.	Single Room Occupancy	-	-	-

1 Public telephones shall not be allowed in the DTSP zoning district unless located completely within an enclosed leasable building space and more than ten (10) feet from any pedestrian opening into a building unless with a valid Publicly Accessible Telephone Permit, see Chapter 36 of Title 5 of the Municipal Code.

2 Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion Management Plan, or if other transit improvement measures are provided as determined by the review authority.

SECTION 2: Section 4-6 Allowable Land Uses by District of the Downtown Huntington

Park Specific Plan is hereby amended to read as follows:

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4-6 ALLOWABLE LAND USES BY DISTRICT

The Downtown vision creates a uniquely identifiable Downtown for Huntington Park that is an economically vibrant, pedestrian-oriented, and multi-cultural destination. An important objective of the Specific Plan process is to clearly spell out the desired mix of land uses and the location of these uses. Within this chapter, the list of uses outlined in the Zoning Code has been modified and reorganized by District in an effort to simplify, streamline, and customize the land use requirements. This reorganization will encourage reinvestment and revitalization of the Downtown area consistent with the Specific Plan vision.

The following Land Use Table, figure 4.58, identifies the uses proposed for each District within the Specific Plan area. It addresses permitted and non-permitted uses in the planning area, with the letter "P" designating permitted uses, the letter "D" designating uses subject to a Development Permit, and the letter "C" designating uses subject to a Conditional Use Permit. Where a use classification is not listed, that land use classification is not permitted. Any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit.

Per the Zoning Code, the Director of Community Development may determine that a proposed use fits within the purpose and intent of the zoning districts, in compliance with Zoning Code Section 9-1.106. For definitions of uses, refer to the Zoning Code Section 9-1.203.

Existing uses that are not permitted or not listed in the Land Use Tables contained in this document are declared nonconforming uses. Refer to the Zoning Code Chapter 3, Article 6 Nonconforming Structures and Uses for definitions and policies.

CH.4 DISTRICTS, STANDARDS AND GUIDELINES

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ = Permitted Only Above First Floor on Pacific Boulevard; ² = Permitted Only Above First Floor; ³ = Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A) and must be 200' from schools, parks, religious organizations, and R-L, R-M, R-H, and C-N uses and also from uses identical to the noted use except for Grocery Stores/Food Markets and Restaurants; ⁴ = Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A)				
A. ADMINISTRATIVE AND PROFESSIONAL OFFICES				
Administrative, Business, Financial, Service and Public Utilities	P ¹	P ²	P	P
Accounting, Consulting, Counseling, Design, Legal	P ¹	P ²	P	P
Headquarters (Business, Corporate and Government)	P ²	P ²	P	P
Medical/Dental and Professional Offices	P ¹	P ²	P	P
B. GENERAL COMMERCIAL USES				
Auditoriums/Concert/Convention Halls	C	C	-	-
Amusement/Video Arcades	C	C	-	-
Apparel/Shoe Stores	P	P	P	P
Appliance Stores	P	P	-	P
Art/Photography Shops, Studios, Galleries	P	P	P	P
Automobile Parts Supply	P	-	-	-
Automobile Rental Agencies	P ¹	-	P	-
Bakeries (retail only)	P	P	P	P
Banks	P	P	-	-
Banquet Halls, Lodges and Conference Halls ⁴	C	C ²	-	-
Barber/Beauty/Nail Shops	P ¹	P ²	P	P
Bicycle Shops (sales/service, non-motorized)	C	C	C	C
Billiard/Pool Centers	C ²	C ²	-	-
Book Stores (new/used)	P	P	P	P
Bowling Alley (with 50' maximum street frontage)	D	-	-	-
Camera Film Drop Off/Express Developing	P	P	P	P
Camera Shop (new/used)	P	P	P	P

Fig. 4.58 Land Use Table

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ - Permitted Only Above First Floor on Pacific Boulevard; ² - Permitted Only Above First Floor; ³ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.20.1 (2) (A) and must be 200' from schools, parks, religious organizations, and R, L, R, M, R, H, and C N uses and also from uses identical to the noted use except for Grocery Stores, Food Markets and Restaurants; ⁴ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.20.3 (2) (A)				
B. GENERAL COMMERCIAL USES (Continued)				
Candy, Confectionery/Ice Cream Stores	P	P	P	P
Catering Establishments	P ¹	-	-	-
Check Cashing Services	P ² C ¹	P ² C ¹	-	-
Churches	-	-	C	-
Commuter Bus Stations	-	-	C	-
Convenience Stores, Mini-Markets ³	D	D	-	-
Cultural/Community Facilities	C	C	C	C
Currency Exchanges	P ²	P ²	-	-
Cyber Café	C	C	-	-
Dance Hall/Club	C ²	C ²	-	-
Dance School/Studios	P ²	P ²	P	-
Day Care Center	C	C	C	C
Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars ³	P	P	P	P
Department Stores (greater than 5,000 sq. ft.)	P	P	-	-
Discount/Club Membership Stores	P	-	-	-
Drug Stores	P	P	P	-
Dry Cleaning/Dyeing (retail only)	P ¹	-	P	P
Electronic/Computer Stores	P	P	P	P
Floor Covering/Draper Store	P	P	P	P
Florist Shops	P	P	P	P
Food Markets (including supermarkets) ⁴	P	P	P	P
Furniture Stores	P	P	P	P

Land Use Table j.4.58

CH.4 DISTRICTS, STANDARDS AND GUIDELINES

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ - Permitted Only Above First Floor on Pacific Boulevard; ² - Permitted Only Above First floor; ³ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A) and must be 200' from schools, parks, religious organizations, and R-L, R-M, R-H, and C-N uses and also from uses identical to the noted use except for Grocery Stores, Food Markets and Restaurants; ⁴ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A)				
B. GENERAL COMMERCIAL USES (Continued)				
Gift/Stationary Stores	P	P	P	P
Glass Shop (sales/service)	P	-	P	P
Hardware Stores (up to 10,000 sq. ft.)	C	C	P	P
Health/Athletic Clubs (excluding massage parlors)	C	C	P	-
Hobby Shops	P	P	P	P
Hotels/Motels	C	-	-	-
Ice Cream Parlors	P	P	P	P
Interior Decorating Shop	P	P	P	P
Jewelry Sales/Repair Stores	P	P	P	P
Laboratories (including film, medical and dental)	P ²	P ²	-	-
Laundromat (retail only)	-	-	P ³ C	-
Lighting Fixture Stores	P	P	P	P
Locksmith Shops	P ¹	P ²	P	P
Mortuaries	-	-	C	-
Museums	P	C	-	-
Music Stores	P	P	P	P
Newspaper/Magazine Stores	P	P	P	P
Nightclubs	-	C	-	-
Nurseries/Garden Supply Store	-	-	P	-
Office Supplies/Equipment (retail only)	P	P	P	C
Optical Shop	P ¹	P ²	P	P
Paint/Wallpaper Stores (retail only)	P ¹	P ²	P	P
Parcel Shipping/Copy/Fax Centers	P ¹	P ²	P	P

g.4.58 Land Use Table

DISTRICTS, STANDARDS AND GUIDELINES CH 4

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ - Permitted Only Above First Floor on Pacific Boulevard; ² - Permitted Only Above First Floor; ³ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.20.1 (2) (A) and must be 200' from schools, parks, religious organizations, and R.L.R.M., R.H., and C.N. uses and also from uses identical to the noted use except for Grocery Stores, Food Markets and Restaurants; ⁴ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.20.3 (2) (A)				
B. GENERAL COMMERCIAL USES (Continued)				
Parking Structures	-	-	C	-
Pet Shops	P	P	P	P
Plumbing Fixture Stores	C	C	P	P
Pool Supply (retail only)	-	-	C	C
Post Office Substation	p ¹	p ²	P	P
Printing/Blueprinting Shops	C ¹	C ²	C	C
Radio/Television Broadcasting Studios (no transmitting)	C ²	C ²	C	-
Recording Studios	p ²	p ²	C	-
Recycling Facilities	-	-	-	-
Restaurants (less than 4,000 sq. ft., excluding drive-thrus) ⁴	P	P	D	D
Restaurants (greater than 4,000 sq. ft., excluding drive-thrus) ⁴	P	P	-	C
Restaurants (where outdoor eating facilities are larger than 400 sq. ft.) ⁴	P	P	C	C
Saving and Loans	P	P	-	-
Shoe Repair	p ¹	p ²	P	P
Shuttle Stations	-	-	C	-
Sign/Lettering Shops with retail sales area	p ¹	p ²	-	-
Sporting Good Stores	P	P	P	P
Stamp/Coin Shops	P	P	P	P
Tailor Shops	p ¹	p ²	P	P
Theaters, Movie (excluding drive-in)	C	C	C	-
Ticket Sales	p ¹	p ¹	P	P
Tobacco/Pipe Stores	P	P	P	P
Toy Stores	P	P	P	P

Land Use Table g.4.58

CH.4 DISTRICTS, STANDARDS AND GUIDELINES

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ = Permitted Only Above First Floor on Pacific Boulevard; ² = Permitted Only Above First floor; ³ = Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A) and must be 200' from schools, parks, religious organizations, and R-L, R-M, R-H, and C-N uses and also from uses identical to the noted use except for Grocery Stores/Food Markets and Restaurants; ⁴ = Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A)				
B. GENERAL COMMERCIAL USES (Continued)				
Travel Agencies	P ¹	P ²	P	P
Veterinary Offices/Animal Hospitals	-	-	C	-
Video Machines (up to 5)	P	P	P	P
Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	P	P	P	P
Wedding Chapels	-	-	C	-
C. RESIDENTIAL USES				
Child Day Care Facility (in conjunction with residential use only) - Small Family Child Day Care Home (8 or less children)	P	P	P	P
Child Day Care Facility (in conjunction with residential use only) - Large Family Child Day Care Home (9 or more children)	C ²	C ²	C	C
Condominiums	C ²	C ²	C	C ³
Day Care Center	C ¹	C ²	C	C
Density Bonus/Affordable Housing	C ²	C ²	C	C ²
Group Homes (6 or less clients)	P ¹	-	P	P ²
Group Homes (7 or more clients)	-	C ²	C	C ²
Multi-Family Dwelling	D ³	D ³	D	D ³
Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	C ²	C ²	C	C ²
Single-Family Dwellings	-	-	C	-
Single Room Occupancy	C ²	C ²	C	-
Zero Lot Line/Small Lot Residential Development	-	-	C	-

g.4.58 Land Use Table

LAND USE ACTIVITY	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit; ¹ - Permitted Only Above First Floor on Pacific Boulevard; ² - Permitted Only Above First Floor; ³ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A) and must be 200' from schools, parks, religious organizations, and R L, R M, R H, and C N uses and also from uses identical to the noted use, except for Grocery Stores, Food Markets and Restaurants; ⁴ - Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203 (2) (A)				
C. RESIDENTIAL USES (CONTINUED)				
Recreational Accessory Uses				
Swimming Pool, Private	P ²	P ²	P	P
Tennis Court Private	D ²	D ²	D	D
Tree "Play" House	-	-	P	P
Accessory Uses				
Fences and Walls	P	P	P	P
Garage	P ¹	-	P	P
Keeping of Domestic Animals/Household Pets	P	P	P	P
Outdoor Play/Athletic Equipment	P ²	P ²	P	-
Patio (with or without cover)/Gazebo	P ²	P ²	P	-
Satellite Dish Antenna	D	D	D	D
Storage	D	D	D	D
Vehicle Repair (Property owner/tenant vehicle only, and only within enclosed garage/yard)	-	-	P	-
Vertical Antenna (12 feet or less in height)	P	P	P	P
Vertical Antenna (more than 12 feet in height)	D	D	D	D
D. OTHER USES				
Antennae (accessory only)	C	C	C	C
Wireless Communications Facilities	C	C	C	C

Land Use Table g.4.58

1 construction;

2 (3) All setbacks, parkways, open areas, and nonwork areas that are visible from a
3 public street or from a parking lot available to the general public shall be landscaped;

4 (4) Every parcel with a structure shall have trash receptacle(s) on the premises in
5 compliance with Section 9-3.103. The Director may require locks and/or roofs on the trash
6 enclosures located in commercial zoning districts;

7 (5) For any ground floor use that is prohibited within the front sixty (60) feet of
8 Pacific Boulevard between Florence Avenue and Randolph Street, public entrances shall be
9 separate entrances located a minimum of seventy (70) feet from Pacific Boulevard, and
10 shall not be through any other enclosed leasable space fronting on Pacific Boulevard;

11 (6) All residential development (i.e., multi-family units, senior citizen housing and
12 single room occupancy facilities) located in commercial zoning districts shall comply with the
13 general, specific and property development standards outlined in Article 1 of this Chapter
14 (Residential Zones);

15 (7) All roof-mounted air conditioning or heating equipment, vents or ducts shall not
16 be visible from ground level from any abutting parcel, or any public street or right-of-way.
17 This shall be accomplished through the extension of the main structure or roof or screened
18 in a man-ner which is architecturally integrated with the main structure; and

19 (8) All elevations of all structures shall be architecturally treated to ensure
20 compatibility with all neighboring structures and the established character of the City in
21 compliance with the design guidelines contained in the General Plan.

22 (9) Storefront opening widths shall be limited to a maximum of eight (8) feet or fifty
23 (50%) percent of the width of the storefront, whichever is less, in the Huntington Park
24 Downtown Specific Plan (HTSP).

25 2. Land Use District Specific Standards. In addition to the general development
26 requirements contained in Chapter 3, Article 1 (Property Development Standards),

27 the following standards shall apply to specific commercial land use activities:

28 A. Establishments Serving Alcoholic Beverages. Due to the special impacts
which result from the proliferation and over-concentration of businesses which sell alcoholic
beverages, including but not limited to, promotion of deleterious health effects from
excessive consumption, litter, loitering, drunk driving, interference with children on the way
to and from schools and parks, discouragement of more desirable and beneficial
businesses, encouragement of crime and the defacement of buildings, among other
potentially blighting influences, the following provisions are to ensure that the occurrence of
alcoholic beverage outlets does not adversely impact the public health, safety, comfort,
convenience and general welfare of the City.

The following provisions shall apply to any commercial establishment where alcoholic
beverages are to be sold or served, as applicable, and are in addition to the provisions set

1 forth in Chapter 2, Article 11 (Conditional Use Permits).

2 (1) Definitions. For the purposes of this section, unless otherwise apparent from
3 the context, certain words and phrases used in this section are defined as follows:

4 "Alcoholic beverage" means alcohol, distilled spirits, liquor, wine, beer and every
5 other liquid or solid containing alcohol, distilled spirits, wine or beer, and which contains 0.5
6 percent or more of alcohol by volume and which is fit for beverage purposes, either alone or
when diluted, mixed or combined with other substances.

7 "Banquet/conference hall" means an establishment that is rented primarily for special
8 temporary legal activities/occasions (e.g., business meetings, banquets or entertainment),
9 and where there are areas usable or temporarily convertible for dancing, dining,
10 entertainment, meetings and public audio/visual presentation, and where the on-sale or
serving of general alcoholic beverages, including beer or wine, if served at a function, is
incidental and accessory to the primary hall functions.

11 "Bar/cocktail lounge/tavern" means an establishment used primarily for the on-sale of
12 general alcoholic beverages, including beer or wine, where food and/or entertainment are
incidental to the sale of alcohol.

13 "Bona fide public eating place" means a place which is regularly and in a bona fide
14 manner used and kept open for the serving of meals on the premises for compensation and
15 which has suitable kitchen facilities connected therewith containing conveniences for
16 cooking an assortment of foods which may be required for ordinary meals, the kitchen of
which shall be kept in a sanitary condition with the proper amount of refrigeration for keeping
food on the premises and complying with all health laws and regulations.

17 "Convenience store" means a store with less than 5,000 square feet of gross floor
18 area primarily engaged in the retail sale of a limited range of household products including,
19 but not limited to, dry goods, canned goods, dairy and other food products, and may include
the off-sale of beer or wine.

20 "Gas station with mini-mart" means an establishment that sells gasoline for motor
21 vehicles in conjunction with a "convenience store."

22 "Grocery store" means a store primarily engaged in the retail sale of a wide range of
23 household products including, but not limited to, dry goods, canned goods, dairy products,
24 fresh fruits and vegetables, fresh and prepared meats, fish and poultry and where the off-
25 sale of alcohol, including beer or wine, by the establishment must be accessory to and
incidental in proportion to the primary use of grocery sales. Grocery store includes a market
and supermarket as long as fresh produce and meats are sold.

26 "Incidental sale or use" means sale or use that is a minority portion or nonrequired
27 ancillary aspect of a business either based on annual gross sales revenue or other factors
28 (e.g., percentage of floor area devoted, nature, purpose and intention of the primary
permitted use).

"Liquor store" means a store primarily engaged in the off-sale of general alcohol,

1 including beer, wine and distilled spirits, and where other items (e.g., dry goods and food
2 products) may also be sold.

3 “Meal” means the usual assortment of foods commonly ordered at various hours of
4 the day; the service of food and victuals, (e.g., sandwiches and/or salads only), shall not be
5 deemed in compliance with this requirement.

6 “Nightclub/discotheque” means an establishment used primarily for dancing and
7 entertainment purposes, where there is a 200 square foot minimum dance area and where
8 the on-sale of general alcoholic beverages, including beer or wine, is conducted.

9 “Off-sale” means a commercial establishment selling alcoholic beverages, including
10 beer or wine, for consumption off the premises.

11 “On-sale” means a commercial establishment serving alcoholic beverages, including
12 beer or wine, for consumption on the premises.

13 “Premises” means property, land, buildings, or separate leasable space, or any
14 combination thereof, as determined by the Director.

15 (2) Prohibited Establishments.

16 a. All alcohol sale establishments shall be expressly prohibited in the R-L Low-
17 Density Residential Zone, the R-H Medium-Density Residential Zone, the R-H High-Density
18 Residential Zone and the C-N Commercial-Neighborhood Zone.

19 b. Gas stations with mini-marts shall be expressly prohibited from the general off-
20 sale of alcoholic beverages other than beer or wine.

21 (3) Off-Sale Conditional Use Permits. In addition to those findings set forth in
22 Chapter 2 Article 11 (Conditional Use Permits), the Commission may approve an application
23 for an off-sale Conditional Use Permit only if it finds that applicant has met its burden of
24 proof by clear and convincing evidence that the application complies with all of the following
25 provisions:

26 a. Grocery Store. Bona fide grocery stores may be located in compliance with
27 Table IV-5 (Allowed Land Uses), provided a Conditional Use Permit has been obtained
28 according to the procedures and requirements of Chapter 2, Article 11 (Conditional Use
Permits).

29 b. Convenience Store.

30 1) Convenience stores may be located in compliance with Table IV-5 (Allowed
31 Land Uses), provided a Conditional Use Permit has been obtained in compliance with
32 Chapter 2, Article 11 (Conditional Use Permits).

33 2) Convenience stores shall be at least 1,000 feet from any other convenience
34 store, at least ~~300~~ **600** feet from any school, park, religious organization or
35 nightclub/discotheque, and at least 100 feet from any property located in the RL, RM, RH, or

1 CN zoning districts as measured from one property line to the other.

2 c. Gas Station with Mini-Mart.

3 1) Gas stations with mini-marts may be located in compliance with Table IV-5
4 (Allowed Land Uses), provided a Conditional Use Permit has been obtained in compliance
5 with Chapter 2, Article 11 (Conditional Use Permits).

6 2) The premises, including parking lots or parking areas, shall be at least ~~300~~ **600**
7 feet from any school, park, religious organization, other gas stations with mini-marts selling
8 alcoholic beverages.

9 3) The expansion of existing gas stations with mini-marts shall be exempt from
10 minimum distance requirements.

11 d. Liquor Store.

12 1) Liquor stores may be located in compliance with Figure IV-5 (Allowed Land
13 Uses), provided a Conditional Use Permit has been obtained in compliance with Chapter 2,
14 Article 11 (Conditional Use Permits).

15 2) The premises, including parking lots or parking areas, shall be at least ~~300~~ 600
16 feet from the property line of any school, park, religious organization, nightclub/discotheque
17 or other liquor store, and at least 100 feet from the nearest point of any property located in
18 the RL, RM, RH, or CN zoning districts.

19 3) The total number of liquor stores allowed within the City at any one time shall
20 be limited to one for each 3,000, or fraction thereof, inhabitants of the City. The total
21 population of the City shall be determined by the most current published total available from
22 the U.S. Census Bureau or the California State Department of Finance, whichever has been
23 more recently updated.

24 (4) On-Sale Conditional Use Permits.

25 a. Banquet/Conference Hall.

26 1) Banquet halls may be located in compliance with Table IV-5 (Allowed Land
27 Uses), provided a Conditional Use Permit has been obtained in compliance with Chapter 2,
28 Article 11 (Conditional Use Permits).

2) The premises, including parking lots or parking areas, shall be at least 200 feet
from any school, park, religious organization, other banquet halls and the nearest point of
any property located in the RL, RM, RH or CN zoning districts.

b. Bar/Cocktail Lounge/Tavern.

1) Bars/cocktail-lounges/taverns may be located in compliance with Table IV-5
(Allowed Land Uses), provided a Conditional Use Permit has been obtained in compliance
with Chapter 2, Article 11 (Conditional Use Permits).

1 2) The premises, including parking lots or parking areas, shall be at least 300 feet
2 from any school, park, religious organization, other bar/cocktail lounge/tavern and the
3 nearest point of any property located in the RL, RM, RH, or CN zoning districts.

4 c. Bona Fide Public Eating Place. Bona fide public eating places may be located
5 in compliance with Table IV-5 (Allowed Land Uses), provided a Conditional Use Permit has
6 been obtained in compliance with Chapter 2, Article 11 (Conditional Use Permits).

7 d. Nightclub/Discotheque.

8 1) Nightclubs/discotheques may be located in compliance with Figure IV-5
9 (Allowed Land Uses), provided a Conditional Use Permit has been obtained according to the
10 procedures and requirements of Chapter 2, Article 11 (Conditional Use Permits).

11 2) The premises, including parking lots or parking areas, shall be at least 300 feet
12 from any school, park, religious organization, convenience store, liquor store and at least
13 200 feet from the nearest point of any property located in the RL, RM, RH or CN zoning
14 districts.

15 (5) Huntington Park Downtown Specific Plan (DTSP) Zone Exceptions. Within
16 District A (Gateway) and District B (Festival) of the DTSP zoning district, there shall be no
17 minimum distance requirements, between uses or other zones for the following uses: bona
18 fide eating establishments, nightclubs/discotheques or banquet/conference halls; except as
19 deemed necessary by the Commission in the granting of a Conditional Use Permit or by the
20 Council in the event of an appeal.

21 (6) Standard Control Measures. In addition to those conditions that the
22 Commission or Council may otherwise impose as part of a Conditional Use Permit, all
23 establishments that sell or serve alcoholic beverages shall be subject to the following
24 conditions:

25 a. Establishments shall have notices posted on the premises to warn of
26 deleterious effects of alcohol use or abuse. The notice standards shall be as follows:

27 1) All signs shall state, in both English and Spanish, the following: "NOTICE:
28 ALCOHOL CONSUMPTION MAY BE HARMFUL TO HEALTH";

 2) All signs shall be in clear view to any patrons or customers, as follows: signs
shall be located within forty (40) feet of any seating area with a minimum of two (2) square
feet of sign area, or located within twenty (20) feet of any seating area with a minimum of
one square foot of sign area, and located within ten (10) feet of any point of
purchase/pickup/service with a minimum of one square foot of sign area;

 3) Letters shall be a minimum of two (2) inches in height for signs two (2) square
feet or larger and a minimum of one inch in height for signs less than two (2) square feet.
Colors used shall promote easy visibility. All lettering shall be neatly, clearly and
professionally printed and formatted;

 b. A masonry wall shall be constructed around the parking area of any

1 establishment at a height of not less than five (5) feet nor more than six (6) feet on the lot
2 line abutting any residential zone or residential dwelling. The masonry wall shall be
3 constructed and maintained in a manner to separate, buffer and protect the adjoining

4 c. The exterior walls of any establishment shall be soundproofed sufficiently so
5 that noise from the establishment shall not annoy or disturb surrounding residents or
6 businesses adjacent to the premises. The Commission is hereby authorized to establish
7 more specific noise standards in the event it determines that precise standards are
8 necessary in the public interest and to avoid the creation of public or private nuisance.

9 d. Interior lighting of any establishment shall be provided so as to produce a
10 minimum uniform intensity of three (3) foot-candle power at a height of thirty-six (36) inches
11 above the floor.

12 e. Public telephones that permit incoming calls shall not be located on the
13 premises of any establishment.

14 f. Electronic games, including video games, shall not be located on the premises
15 of any off-sale establishment, except bona fide grocery stores with a minimum gross floor
16 area of 10,000 square feet.

17 g. Exterior lighting of the parking area shall be installed to provide adequate
18 lighting for patrons while not disturbing surrounding residential or commercial areas.

19 h. Litter and trash receptacles shall be located at convenient locations both inside
20 and outside any establishment, and trash and debris shall be removed on a daily basis.

21 i. All graffiti shall be removed from the premises of any establishment within
22 twenty-four (24) hours of its discovery.

23 j. For Conditional Use Permit applications which are approved for any
24 establishment based in part upon the fact that alcohol sales in the premises are incidental to
25 the sale of other products, the owner or operator of the establishment shall, upon request of
26 the Director, provide satisfactory evidence that the sale of alcohol has remained incidental to
27 the sale of other products. The Director may request evidence at any time, but not more
28 than once in a one-year period.

k. Within thirty (30) days of approval of the Conditional Use Permit or upon a
transfer of ownership of an existing establishment with an existing valid Conditional Use
Permit, the applicant shall certify their acceptance of the conditions placed on the approval
by signing a statement that they accept and shall be bound by all of the conditions.

l. Violation of, or noncompliance with, any of the conditions imposed in the
granting of a Conditional Use Permit shall constitute grounds for revocation of the
Conditional Use Permit for any establishment.

m. Expansion or enlargement of any establishment involving the sale or serving of
alcoholic beverages shall be subject to the Conditional Use Permit approval process as a

1 new application according to the procedures and requirements of Chapter 2, Article 11
2 (Conditional Use Permits).

3 n. Should any structure associated with alcohol sales or serving establishments
4 be destroyed by any means to an extent of more than fifty (50) percent of its replacement
5 cost immediately prior to destruction, the establishment shall not be reconstructed except in
6 compliance with the provisions of Chapter 3, Article 6 (Nonconforming Structures and Uses).

7 o. Alcoholic beverage stock or sales display areas shall be located within the
8 establishment at the furthest point of travel from the store entrance, unless the display is
9 located behind a staff controlled counter/cash register area.

10 p. Minimum off-sale container and package sale requirements for all
11 establishments shall be as follows:

12 1) The sale of beer, malt liquor, stout, ale or similar alcoholic beverages shall not
13 be permitted in single containers smaller than five (5) gallons except in packages containing
14 six (6) or more individual cans or bottles of at least ten (10) ounces each;

15 2) The sale of wine, wine coolers, mixed spirits or other similar alcoholic
16 beverages shall not be permitted in containers of less than 750 milliliters except in packages
17 specifically designed and manufactured for multiple container sales and which packages
18 shall in no case contain less than four (4) individual bottles or cans of at least ten (10)
19 ounces each;

20 3) The sale of wine or beer which exceeds fourteen (14) percent alcohol content
21 by volume shall be expressly prohibited; and

22 4) The sale of alcoholic beverages containing more than thirty-five (35) percent of
23 alcohol by volume including, but not limited to, gin, vodka, whiskey, and other similar
24 distilled spirits, shall not be permitted in containers of less than sixteen (16) ounces.

25 q. Video recordings shall be made of all alcohol sales transactions occurring at
26 off-sale establishments, except bona fide grocery stores, and retained for not less than thirty
27 (30) days.

28 r. Any temporary window signs or other advertisements that relate to alcoholic
beverage sales that are within four (4) feet of the interior of a window or entrance and/or are
visible from the exterior shall be in compliance with the following criteria:

1) There shall not be more than three (3) poster-type signs and three (3) neon-
gas/lighted signs;

2) Window coverage/display area shall not exceed twenty-five (25) percent;

3) Signs shall not exceed twenty-five (25) percent of the total permitted sign area
on the premises;

4) Each individual sign/display shall not exceed six (6) square feet in size.

s. The Commission may impose additional conditions upon any establishment as may be reasonable to avoid the creation of a public or private nuisance or the annoying or disturbing of surrounding residents or business in compliance with procedures and requirements of Chapter 2, Article 11 (Conditional Use Permits).

(7) Optional Control Measures. In addition to standard control measure requirements or those that the Commission may otherwise impose, all off-sale and on-sale establishments may be subject to any of the conditions included within the standard conditions of the Alcoholic Beverage Control Board.

(8) Conditional Use Permit Administration and Nonconforming Abatement.

a. Revocation. In addition to the conditions justifying revocation under Chapter 2, Article 11 (Conditional Use Permits), any off-sale or on-sale Conditional Use Permit may be revoked upon violation of any law, upon violation of any conditions of approval, upon the revocation of the alcoholic license by the Department of Alcoholic Beverage Control, or upon two (2) suspensions of the alcoholic license by the Department of Alcoholic Beverage Control in any twelve (12) month period.

b. Nonconforming Abatement. In addition to the provisions of Chapter 3 Article 6 (Nonconforming Structures and Uses), all nonconforming off-sale and on-sale establishments shall be required to conform with this Section in compliance with the following:

1) Mailed notice shall be given to the owners of all nonconforming establishments within two (2) years of the date of approval of this Section;

2) Compliance with all applicable codes shall be completed within two (2) years of the date of the mailed notice.

3) There shall be no revocation or denial of a Conditional Use Permit of any existing legal nonconforming establishment based upon the inability of any legal nonconforming establishment to meet the minimum distance requirements nor due to its location in a zoning district where these uses are not currently allowed.

Table IV-7

ALCOHOL SALES ESTABLISHMENT STANDARDS

	District A (Gateway)	District B (Festival)	C-P	C-N	C-G	R-L	R-M	R-H	MPD	Minimum Distance Requirements
OFF-SALE ¹										
Grocery Store	x	x	x	x	x				x	

	District A (Gateway)	District B (Festival)	C-P	C-N	C-G	R-L	R-M	R-H	MPD	Minimum Distance Requirements
Convenience Store	x	x	x		x				x	1,000' from other convenience stores; 300' 600' from school, park, religious organization, discotheque/nightclub; 100' from R-L, R-M, R-H, C-N
Gas Station with Mini-Mart ³			x	x	x				x	300' 600' from school, park, religious organization, gas station with mini-mart
Liquor Store	x	x	x		x				x	300' 600' from school, park, religious organization, discoteque/nightclub, liquor store; 100' from R-L, R-M, R-H, C-N
ON-SALE¹										
Banquet/Conference Hall	x ²	x ²	x		x				x	200' from school, park, religious organization, banquet/conference hall; 200' from R-L, R-M, R-H, C-N
Bar/Cocktail Lounge/Tavern	x	x	x		x				x	300' from school, park, religious organization, bar/cocktail lounge/tavern; 300' from R-L, R-M, R-H, C-N
Restaurant	x	x	x	x	x				x	
Nightclub/Discotheque	x ²	x ²	x		x				x	300' from school, park, religious organization, liquor store; 200' from R-L, R-M, R-H, C-N

x = Zone where use is allowed.

Notes:

1. All alcohol sales establishments require a Conditional Use Permit in all allowable zones.
2. Nightclub/discotheque, and banquet/conference hall facilities shall be exempt from minimum distance requirements in the District A (Gateway) and District B (Festival) of the DTSP.
3. Expansion of existing gas stations with mini-marts shall be exempt from minimum distance requirements.

B. Amusement/Video Arcades.

(1) Intent and Purpose.

The intent of this regulation is to provide a minimum standard of development for amusement centers in commercial areas to insure that the public welfare, morals, and conduct are maintained. Also, this regulation is designed to insure that amusement centers will be functionally related and compatible with adjacent commercial uses and that amusement centers will not be a detriment to noncommercial developments.

1 (2) Definitions.

2 In addition to the definitions set forth in Article 1 of this chapter, for the purposes of
3 this article, unless otherwise apparent from the context, certain words and phrases used in
4 this article are defined as follows:

5 a. "Aisle" means an area of passage to gain access to any video machine or
6 similar device. Aisles shall be free to pedestrian flow and unobstructed.

7 b. "Mechanical amusement device" means any machine, device or contrivance
8 which is permitted to function by the insertion of a coin, slug, token, plate or disk.
9 "Mechanical amusement device" shall not include or apply to coin-operated billiard tables,
10 vending machines, shooting galleries, weighing machines, pony rides or any children's coin-
11 operated rides, automatic or coin-operated music boxes, radios, televisions sets, jukeboxes,
12 photograph and motion picture machines or similar device or operation.

13 (3) Requirements for the Operation of Amusement Centers.

14 The Commission shall not grant any Conditional Use Permit for an amusement center
15 unless the Commission shall find that:

16 a. The Commission is able to make the findings set forth in Section 9-3.2013 of
17 this Chapter.

18 b. The lot upon which such business is proposed to be located is classified in the
19 CBD or C-G Zone.

20 c. Where machines are located along one side of an aisle, such aisle shall be a
21 minimum sixty-six (66") inches in width and shall be unobstructed. Where machines are
22 locate don both sides of any aisle, the aisle shall be not less than ninety (90") inches in
23 width and shall be unobstructed.

24 d. No amusement center shall be maintained or operated unless all positions of
25 the interior of such amusement center, except the rest rooms thereof, are plainly visible from
26 the outside of the building through unobstructed windows or glass doors. All windows and
27 glass doors, which provide a view of the interior of the premises, shall remain unobstructed
28 at all times. All entrances and interior areas shall be adequately lighted, and the lighting plan
shall be approved by the Building Division prior to the commencement of such business.

e. Each amusement center having more than nineteen (19) machines shall
provide a minimum of one toilet and lavatory facilities of each sex, which facilities shall be
accessible to customers, employees, and business invitees.

f. No amusement center shall be open for business except between the hours of
10:00 a.m. and 10:00 p.m. on Sunday through Thursday and between the hours of 10:00
a.m. and 12:00 midnight on Friday and Saturday.

g. Amusement centers shall have at least one attendant during the hours of
operation. Security guards and attendants shall first be subject to approval by the Police

1 Chief and to a background check as required by the Police Chief. No such security guard or
2 attendant shall be approved unless the Police Chief determines that such proposed security
3 guard or attendant has not been convicted of any offense involving gambling or any offense
4 against minors or against the public peace during the preceding five (5) years.

4 h. The noise control conditions shall be as follows:

5 1) Wall Separations. The amusement center shall be separated from adjacent
6 occupiable areas by a wall assembly extending from the floor to the roof, with a sound
7 transmission class (STC) of at least fifty-six (56) per American Society of Testing and
8 Materials (ASTM) designations E-90 or E-336 and E-413.

8 2) Intrusive Noise. The operation of the amusement center shall be conducted in
9 a manner sot that the intrusive sound level in adjacent occupiable areas shall not exceed
10 the following noise standards for the cumulative periods:

11 Noise Standard Which Shall Not Be Exceeded

14 Nature or Character of Intrusive Noise	Commercial Areas	Residential Areas
15 Cumulative period of 30 minutes in any hour	45dB(A)	40dB(A)
16 Cumulative period of 15 minutes in any hour	50	50
17 Cumulative period of 5 minutes in any hour	55	50
18 Cumulative period of 1 minute in any hour	60	55
19 Any time	65	60

20 3) Ambient Sound Levels. If the ambient sound level within the adjacent area
21 exceeds the applicable standards for the cumulative period specified in subsec
22 tion (2) of this subsection, the applicable standards for that period shall be the ambient
23
24
25
26
27
28

1 sound level.

2 4) Pure or Impulsive Noise. If the source of noise emits a pure or impulsive noise,
3 the noise standards for the applicable period shall be reduced by five (5) decibels.

4 5) Measurement Period and Sound Level Meter. For the purposes of the
5 enforcement of the provisions of this subsection, the sound level meter that satisfies the
6 requirements of American National Standards Institute (ANSI) S1.4-1971 (or the most recent
7 revision thereof), Type S2A meter, shall be any one hour period during the hours of
8 operation of the amusement center.

9 i. Bicycle racks shall not be located in any required landscaped area, entrance,
10 exit, walkway to a building driveway, within any legally required parking space, public way or
11 in such a fashion as to obstruct any entrance to or exit from the premises.

12 j. No person shall enter, be or remain in any part of an amusement center while
13 in the possession of, consuming, using or under the influence of any alcoholic beverage or
14 drug. No licensee, manager or supervisory employee shall permit any such person to enter
15 or remain upon such premises. Smoking and the sale of tobacco products on the premises
16 shall be prohibited. A sign shall be posted inside the amusement center stating in letters at
17 least two (2") inches high: "NO SMOKING. NO CONSUMPTION OF ALCOHOLIC
18 BEVERAGES."

19 k. No amusement center may be located closer than 300 feet from a school,
20 church or house of worship except in the CBD Zone, where there shall be no minimum
21 distance requirement.

22 l. No conditional use permit for an amusement center shall be granted for a
23 period longer than two (2) years. No filing fee shall be required for a request for the renewal
24 or continuation of the Conditional Use Permit.

25 m. The Commission, upon a showing a good cause, at the time it grants any
26 Conditional Use Permit for an amusement center may modify or delete any condition
27 otherwise required by this section if the Commission finds that such conditions imposes an
28 undue hardship upon the applicant, and such requirement, as applied to his proposed
business location, is unnecessary for the protection of the health, safety or welfare of the
public, the patrons of the establishment, or surrounding residences or businesses. The
commission may impose any additional conditions upon the granting of any such
Conditional Use Permit which the Commission determines are necessary or desirable to
effectuate the purposes set forth in this Section.

n. After the commencement of business, amusement centers shall be subject to
other conditions deemed necessary by the Planning Commission, Community Development
Director and/or the Chief of Police.

C. Automobile Sales. Automobile sales dealerships, new and/or used, may be
permitted in the C-G and MPD zoning districts, shall conform with the intent of this Code,
and shall enhance and promote the image of the City. A Development Permit shall be
required, and all dealerships shall be developed/operated in the following manner:

- 1 (1) The minimum site area for a new dealership shall be 15,000 square feet;
- 2 (2) All parts, accessories, etc., shall be stored within a fully enclosed structure;
- 3 (3) Service and associated car storage areas shall be completely screened from
4 public view;
- 5 (4) All on-site lighting shall be energy efficient, stationary, and directed away from
6 adjoining properties and public rights-of-way;
- 7 (5) All landscaping shall be installed and permanently maintained in compliance
8 with Chapter 3, Article 4 (Landscaping Standards);
- 9 (6) All on-site signs shall be in compliance with Chapter 3, Article 12 (Sign
10 Standards);
- 11 (7) All loading and unloading of vehicles shall occur on-site and not in adjoining
12 streets or alleys;
- 13 (8) All vehicles associated with the business shall be parked or stored on-site and
14 not in adjoining streets or alleys;
- 15 (9) An adequate on-site queuing area for service customers shall be provided.
16 Required parking spaces may not be counted as queuing spaces;
- 17 (10) All vehicle service/repair work shall occur within a fully enclosed structure.
18 Service bays with individual access from the exterior of the structure shall not directly face
19 or front on a public right-of-way if located across the street from or within 100 feet of a
20 residential zoning district/use;
- 21 (11) Off-street parking requirements shall be established during project review to
22 adequately accommodate all on-site uses including showroom, office, parts and service
23 areas, as well as employee and customer parking; and
- 24 (12) Every parcel with a structure shall have trash receptacle(s) on the premises in
25 compliance with Section 9-3.103.

26 D. Automobile Service Centers/Automobile Repair Specialty Shops. Automobile
27 service and repair centers may only be permitted in the C-G zoning district, are subject to
28 the approval of a Conditional Use Permit, and shall be developed/operated in the following
manner:

- (1) The minimum site area for a new service and/or repair center shall be 15,000
square feet;
- (2) The site shall be entirely paved, except for structures and landscaping, so that
vehicles are not parked in a dirt or otherwise not fully improved area;
- (3) On-site lighting shall be energy efficient, stationary, and directed away from

1 adjoining properties and public rights-of-way;

2
3 (4) Landscaping shall be installed and permanently maintained in compliance with
4 Chapter 3, Article 4 (Landscaping Standards);

5 (5) On-site signs shall be in compliance with Chapter 3, Article 12 (Sign
6 Standards);

7 (6) Vehicles stored for more than five (5) consecutive days shall be completely
8 screened with a six (6') foot-high solid masonry wall so as not to be visible from adjoining
9 properties or public rights-of-way;

10 (7) Service access shall be located at the rear or side of structure(s) and as far as
11 possible from adjoining residential uses;

12 (8) Repair/service activities and vehicle loading and unloading shall occur on-site
13 and not in adjoining streets or alleys;

14 (9) Service bays with individual access from the exterior of the structure shall not
15 directly face or front on a public right-of-way if located across the street from or within 100
16 feet of a residential zoning district/use;

17 (10) Every parcel with a structure shall have trash receptacle(s) on the premises in
18 compliance with Section 9-3.103;

19 (11) All vehicle service/repair work shall occur within a fully enclosed structure.
20 Outdoor hoists shall be prohibited;

21 (12) All repair facilities shall maintain closed windows when performing body and
22 fender work, hammering, sanding, or other noise-generating activity. Exterior noise shall not
23 exceed sixty-five (65) dBA at the property line in compliance with Chapter 3, Article 5 (Noise
24 Standards);

25 (13) All on-site parking shall be in compliance with Chapter 3, Article 8 (Off-Street
26 Parking Standards). A specific parking plan shall be developed as part of the permit review
27 process;

28 (14) No work shall be performed on vehicles between the hours of 8:00 p.m. and
7:00 a.m. Monday through Saturday, and no work shall be performed on Sundays, if located
within 300 feet of a residential zoning district/use, hospital or convalescent facility;

(15) The premises shall be kept in a neat, clean and orderly condition at all times;

(16) Service/repair centers shall receive used motor oil for subsequent recycling
and removal, subject to the approval of the County Fire Department;

(17) All discarded automotive parts or equipment or permanently disabled, junked

1 or dismantled vehicles shall be removed from the premises in a timely manner; and

2 (18) All hazardous materials resulting from the repair operation shall be properly
3 stored and removed from the premises in a timely manner. Storage, use and removal of
4 toxic substances, solid waste pollution, and flammable liquids, particularly gasoline, paints,
5 solvents and thinners, shall be in compliance with all applicable local, State and Federal
6 regulations.

7 E. Huntington Park Downtown Specific Plan (DTSP) Zoning District Standards.
8 All development within the District A (Gateway) and District B (Festival) of the DTSP shall
9 comply with the following specific development standards, in addition to those listed
10 elsewhere in this Article and those outlined in Chapter 3, Article 1 (Property Development
11 Standards):

12 (1) General/specialty retail sales activities are the only allowable uses permitted
13 on the first/ground level. Specific characteristics of general/specialty retail uses may include,
14 but are not limited to, the following:

- 15 a. The use is “unique”;
- 16 b. The use utilizes window display(s);
- 17 c. The use is desired/needed by other businesses in the immediate
18 neighborhood;
- 19 d. The use is a convenience to shoppers;
- 20 e. The use generates sales tax;
- 21 f. The use generates pedestrian activity;
- 22 g. The use has visual elements or activities that serve as an anchor to draw
23 pedestrians to it or beyond;
- 24 h. The hours of operation are similar to those of neighboring retail uses; and
- 25 i. The use maintains the continuity of the commercial retail district.

26 (2) General retail sales and professional office activities as well as multi-family
27 residential development are permitted on all floors other than the ground level. Each of
28 these uses may be situated as a single use or they may be combined into an appropriately
designed mixed-use development;

(3) Senior citizen housing (at a maximum density of 225 units per acre), single
room occupancy permits and multi-family residential development (i.e., apartments and
condominiums at a maximum density of seventy (70) units per acre) are allowable uses
provided they are located above the first/ground level;

(4) Only new merchandise may be offered for sale within District A (Gateway) and

1 District B (Festival) of the DTSP;

2 (5) No parking facilities are permitted to be located along properties fronting
3 Pacific Boulevard from the north side of Florence Avenue to the south side of Randolph
4 Street;

5 (6) All required parking shall be in compliance with Chapter 3, Article 8 (Off-Street
6 Parking Standards). All residential developments within the DTSP shall be provided with
7 private, secured parking;

8 (7) All on-site signs shall be in compliance with the sign standards within the
9 DTSP; and

10 (8) Every parcel with a structure shall have trash receptacle(s) on the premises in
11 compliance with Section 9-3.103.

12 F. Convenience Stores. The retail sales of groceries, staples, sundry items
13 and/or alcoholic beverages within structures of less than 5,000 square feet of gross floor
14 area are subject to the approval of a Development Permit and shall be developed/operated
15 in the following manner:

16 (1) The minimum site area for a new convenience store shall be 10,000 square
17 feet;

18 (2) The site shall have direct frontage along a major or secondary street;

19 (3) One access drive may be permitted for each street frontage. The design and
20 location of the access drive(s) shall be subject to the approval of the Director;

21 (4) No convenience store shall be located less than 1,000 feet from an existing or
22 previously approved convenience store, as measured from one property line to another;

23 (5) All on-site lighting shall be energy efficient, stationary, and directed away from
24 adjoining properties and public rights-of-way;

25 (6) All landscaping shall be installed and permanently maintained in compliance
26 with Chapter 3, Article 8 (Landscaping Standards);

27 (7) All on-site signs shall be in compliance with Chapter 3 Article 12 (Sign
28 Standards);

(8) All on-site parking shall be in compliance with Chapter 3, Article 8 (Off-Street
Parking Standards). A specific parking plan shall be developed as part of the permit review
process;

(9) The premises shall be kept in a neat, clean and orderly condition at all times;

1 (10) Every parcel with a structure shall have trash receptacle(s) on the premises in
2 compliance with Section 9-3.103;

3 (11) If on-site dispensing of automotive fuels is provided, the design, location, and
4 operation of these facilities shall be consistent with the provisions of subsection 9-4.203.N
5 (Service Station Standards). Additionally, the cashier location shall provide direct visual
6 access to the pump islands and the vehicles parked adjacent to the islands;

7 (12) Each convenience store shall provide a minimum of one public, disabled-
8 accessible restroom located within the store;

9 (13) Public pay telephones provided on-site shall not be set up for incoming calls.
10 Public telephones shall be featured with "call out" service only;

11 (14) Up to four (4) video games may be installed and operated on the premises;

12 (15) The design of the convenience store and its construction materials shall be in
13 compliance with the design guidelines contained in the General Plan; and

14 (16) A convenience store adjacent to any residential zoning district/use shall have a
15 six (6) foot-high decorative masonry wall along all property lines adjacent to the district(s).
16 The design of the wall and its construction materials shall be subject to the approval of the
17 Director.

18 G. Drive-Thru Establishments. New drive-thru establishments are subject to the
19 approval of a Conditional Use Permit, and shall be developed/operated in the following
20 manner:

21 (1) Pedestrian walkways should not intersect the drive-thru drive aisles, but where
22 they do, they shall have clear visibility, and they shall be emphasized by enriched paving or
23 striping;

24 (2) Drive-thru aisles shall have a minimum ten (10) foot interior radius at curves
25 and a minimum twelve (12) foot width. Also, each entrance to an aisle and the direction of
26 flow shall be clearly designated by signs/pavement marking(s) or raised curbs;

27 (3) No driveway or drive-thru entrance/exit may be located closer than fifty (50)
28 feet to the end of a curb corner/return or closer than twenty (20) feet to a common property
line;

(4) Each drive-thru aisle shall provide sufficient stacking/queuing area behind the
ATM(s), menu board(s), service window, etc. to accommodate a minimum of six (6) vehicles
or 120 feet, whichever is greater, and shall also provide stacking/queuing area behind the
order speaker to accommodate a minimum of one (1) vehicle or twenty (20) feet, whichever
is greater;

(5) Access to drive-thru aisle(s) shall be separated by at least twenty-five (25) feet
from any other driveways (i.e., access driveways to parking lots, alleys, etc.);

1 (6) The provision of drive-thru service facilities shall not justify a reduction in the
2 number of required off-street parking spaces;

3 (7) Drive-thru aisles shall be constructed with (PCC) concrete, or other approved
4 decorative material;

5 (8) All service areas, rest rooms and ground-mounted and roof-mounted
6 mechanical equipment shall be screened from public view;

7 (9) Landscaping shall screen drive-thru or drive-in aisles from any public rights-of-
8 way or residential zoning district or use, and shall be used to minimize the visual impact of
9 menu boards and/or directional signs;

10 (10) Menu boards shall not exceed twenty-four (24) square feet in area, with a
11 maximum height of six (6) feet, and shall face away from public rights-of-way. Outdoor
12 speakers shall be located at least fifty (50) feet from any residential zoning district/use; this
13 distance may be reduced if the Director of Community Development determines that
14 sufficient noise and light impact mitigation measures are employed;

15 (11) Pick-up windows, order areas, drive-thru aisles, and any outdoor seating areas
16 shall be oriented so as to minimize potential noise impacts to adjacent residential zoning
17 districts/uses;

18 (12) Drive-thru facilities within an integrated shopping center shall have an
19 architectural style consistent with the theme established in the center. The architecture of
20 any drive-thru facility shall provide compatibility with surrounding uses in terms of form,
21 materials, color, scale, etc. Structure plans shall have variation in depth and angle to create
22 variety and interest in its basic form and silhouette. Articulation of structure surface shall be
23 encouraged through the use of openings and recesses that create texture and shadow
24 patterns. Structure entrances shall be well articulated and project a formal entrance through
25 variation of architectural plane, pavement surface treatment, and landscape plaza(s);

26 (13) The premises shall be kept in a neat, clean and orderly condition at all times;

27 (14) Every parcel with a structure shall have trash receptacle(s) on the premises in
28 compliance with Section 9-3.103;

(15) A six (6) foot-high solid decorative masonry wall shall be constructed on each
property line that is adjacent to a residential zoning district/use. The design of the wall and
the proposed construction materials shall be subject to the approval of the Director. The
Commission may require walls that are greater than six (6) feet in height and/or designed for
improved sound buffering;

(16) Prior to initiating business operations, the volume (noise level) of the order
speaker(s) shall be certified by an acoustical engineer not to exceed sixty (60) decibels at
the property lines when abutting a residentially zoned property; and

(17) Drive-thru establishments must be operated in compliance with Chapter 3,
Article 5 (Noise Standards).

1 H. Strip Centers. Strip Centers (small scale, up to 15,000 square feet, multi-
2 tenant shopping centers) are subject to the approval of a Development Permit and shall be
developed/operated in the following manner:

3 (1) All development and operational standards outlined in Section 9-4.203(F)
4 (Convenience Stores), (except for item numbers 4 and 13) shall apply to mini-malls;

5 (2) The development shall provide internal continuity, uniformity, and compatibility
6 relating to architectural design, vehicular and pedestrian access, and on-site provisions for
landscaping, loading, parking, and signs;

7 (3) To the extent feasible, the on-site vehicular circulation system shall provide
8 continuity with adjacent and similar commercial developments;

9 (4) No outdoor displays or sale of merchandise shall be permitted. However,
10 limited outdoor sales may be allowed subject to the approval of a Special Event Permit in
compliance with Chapter 2, Article 5; and

11 (5) Every parcel with a structure shall have trash receptacle(s) on the premises in
12 compliance with Section 9-3.103.

13 I. Mixed Use Projects. The development of mixed use projects can present
14 unique design issues not encountered in more conventional single use (i.e., all commercial)
15 projects. The primary design issue related to mixed use projects is the need to successfully
16 balance the requirements of residential uses (i.e., the need for privacy, security, amenities,
natural lighting, etc.) with the needs of commercial uses for access visibility, parking, loading
and possibly extended hours of operation.

17 Mixed use projects may be eligible for increased height or density (FAR) under the
18 provisions of Chapter 3, Article 2 (Bonus Development).

19 Mixed use projects are subject to approval of a Conditional Use Permit and shall be
20 developed/operated in the following manner:

21 (1) Mixed use projects that provide commercial space on the ground floor with
residential units above (vertical mix) are encouraged.

22 (2) The maximum number of dwelling units shall be based on the following
23 densities:

24 a. Senior citizen housing: 225 units per gross acre; and

25 b. Multi-family, condominiums and single room occupancy projects: seventy (70)
26 units per gross acre;

27 (3) Access to residential units shall be from a central lobby which may be located
28 on the first/ground level or one story above. Lobby access shall be restricted to residents
only;

1 (4) All roof-mounted equipment shall be screened in compliance with the
2 requirements of Section 9-3.103, Subsection 17 (Screening). Special consideration shall be
3 given to the location and screening of noise generating equipment (i.e., refrigeration units,
4 air conditioning and exhaust fans). Noise reducing screens and insulation may be required if
5 any equipment has the potential to create a negative impact on residential uses;

6 (5) Separate access drives and parking facilities shall be provided for residential
7 uses and commercial uses except that residential visitor parking and commercial parking
8 may be shared subject to the approval of the Director;

9 (6) Resident parking areas shall be provided with security gates;

10 (7) Commercial loading areas and trash/recyclable material storage facilities shall
11 be located as far as possible from residential units and should be completely screened from
12 view from the residential portion of the project; and

13 (8) Lighting for the commercial uses shall be appropriately shielded so as not to
14 spill over into the residential area or impact the residential units in any way.

15 J. Multi-Tenant Merchandise Mart. Multiple tenant merchandise marts are subject
16 to the approval of a Conditional Use Permit in the C-G and MPD zoning districts and shall
17 be constructed and operated in the following manner:

18 (1) The minimum floor area of a building utilized for a multiple tenant merchandise
19 mart shall be 10,000 square feet;

20 (2) The minimum average size of a tenant stall shall be 200 square feet. A
21 maximum of the lesser of either twenty-five (25) stalls or ten (10%) percent of the total stall
22 spaces may be allowed to have a floor area of not less than 100 square feet. The minimum
23 dimension of any stall shall not be less than ten (10) feet measured along any side;

24 (3) The lot upon which the mart is to be located shall have frontage on at least
25 one of the following major arterials/streets/highways: Slauson Avenue, Florence Avenue,
26 Santa Fe Avenue, Soto Street (north of Slauson Avenue), Alameda Street, Wilmington
27 Avenue or Gage Avenue (west of Alameda Street);

28 (4) Tenant spaces shall be maintained as designated on a floor plan, approved as
part of the Conditional Use Permit, which specifically identifies the dimensions and locations
of all walls, partitions, counters, cabinets, aisles and other physical features of the mart's
interior;

(5) All permanent stall spaces shall have permanently oriented fixtures and
furniture, similar to those found in large fashion malls. There shall be no folding tables or
residential lawn furniture used in any stall space operation;

(6) Each tenant space shall be partitioned on at least three (3) sides (at least two
(2) sides for corner stalls) using wood or metal stud walls, taped drywall, textured and
painted. The Commission may approve other materials if the applicant can demonstrate that
they are of equal durability and permanence and will present a quality appearance;

1 (7) Partition walls shall be a minimum of six (6) feet in height and secured
2 permanently to the floor;

3 (8) Roll-up metal security grilles of anodized aluminum shall be provided for each
4 tenant stall. The same security grille system shall be used throughout the mart. Scissor-type
5 security gates shall not be allowed;

6 (9) Each tenant space shall be provided with at least two (2) electrical outlets;

7 (10) Aisles providing access to tenant stalls and other public areas shall be a
8 minimum of eight (8) feet wide or as required by the Planning and/or Building Department.
9 Aisles shall provide for continuous circulation with no dead-ends and shall be laid out in a
10 straightforward manner so as not to be confusing;

11 (11) A minimum of two (2) public, handicapped accessible restrooms (one for
12 males, one for females) shall be provided;

13 (12) City business licenses and State Board of Equalization seller permits shall be
14 obtained by each tenant operating a stall space;

15 (13) No loudspeaker or other sound equipment shall be used on the premises that
16 can be heard from any areas outside the building;

17 (14) No merchandise or obstruction shall be located outside permanent stall
18 spaces or outside the building;

19 (15) The floor areas of all tenant spaces, except for food spaces, shall be covered
20 with a single color and type of high-grade tile or carpeting, or other durable floor covering,
21 subject to approval by the Director;

22 (16) Trash enclosure(s) shall be provided. The receptacle(s) shall be screened
23 from view on at least three (3) sides by a solid wall 6 feet in height and on the fourth side by
24 a solid metal gate not less than five (5) feet in height. The gate shall be maintained in good
25 working order and shall remain closed except when in use. Appropriate size commercial
26 trash bins shall be used and shall be kept within the enclosure except during trash pick-up.
27 The design of the wall and gate shall be architecturally compatible with the surrounding
28 structures and subject to the approval of the Director;

(17) No adult business, as defined by Section 9-1.203, shall be permitted;

(18) All sales shall be retail (no wholesale) and conducted only within permanent
stall spaces located within the building;

(19) Additional conditions or minor modifications to the conditions herein may be
imposed by the Commission as necessary in order to implement the general intent of this
section.

(20) Security personnel shall be provided during the hours of operation.

1 K. Multiple Tenants Within a Single Retail Establishment. A multiple tenant retail
2 establishment with between two (2) to four (4) businesses within a single establishment shall
3 comply with the following standards before a business license will be issued by the City.

4 (1) There shall not be more than three (3) additional licenses (or secondary
5 tenants) within an existing retail sales business (or primary tenant), based upon one
6 additional license for each 1,000 square feet of retailing floor area. Nonretail areas (e.g.,
7 storage, restrooms, offices, etc.), of the primary tenant shall not be counted in the ratio;

8 (2) Any secondary tenant shall be complementary as determined by the Director
9 and the decision shall be appealable to the Planning Administrative Committee;

10 (3) Each tenant shall be guaranteed clear access from a public right-of-way;

11 (4) Parking requirements shall be imposed for secondary tenant businesses in
12 excess of 400 square feet or as determined by the Director;

13 (5) All signage requirements as prescribed in Chapter 3, Article 12 (Sign
14 Standards) shall apply regardless of the number of tenant businesses at any location; and

15 (6) A Site Plan Review approval by the Department shall be required prior to
16 zoning use approval and license issuance.

17 L. Recycling Facilities. Development standards governing recycling facilities are
18 outlined in Chapter 3, Article 10.

19 M. Senior Citizen Housing Standards. Development standards governing senior
20 citizen/congregate care housing facilities are outlined in Chapter 3, Article 11.

21 N. Service Station Standards. Service stations are subject to the approval of a
22 Conditional Use Permit and shall be located/developed/operated in the following manner:

23 (1) New service stations shall be permitted only at the intersections of major and
24 secondary arterials. A maximum of two (2) service stations shall be permitted at each
25 intersection. The use shall not adjoin a residential zoning district/use;

26 (2) The minimum site area for new service stations shall be 15,000 square feet,
27 with a minimum street frontage of 100 feet;

28 (3) All activities and operations shall be conducted entirely within an enclosed
structure, except as follows:

a. The dispensing of petroleum products, water and air from pump islands;

b. The provision of emergency service of a minor nature; and

c. The sale of items via vending machines which shall be placed next to the main
structure in a designated area not to exceed thirty-two (32) square feet, and which shall be
screened from public view.

1 (4) Pump islands shall be located a minimum of twenty (20) feet from a street
2 property line, however, a canopy or roof structure over a pump island may encroach up to
3 ten (10) feet within this distance. Additionally, the cashier location shall provide direct visual
access to the pump islands and the vehicles parked adjacent to the islands;

4 (5) There shall not be more than two (2) vehicular access points to any one street;

5 (6) There shall be a minimum distance of thirty (30) feet between curb cuts along
6 a street frontage;

7 (7) No driveway may be located closer than fifty (50) feet to the end of a curb
8 corner/return nor closer than twenty (20) feet to a common property line;

9 (8) The width of a driveway may not exceed thirty (30) feet, measured at the
10 sidewalk;

11 (9) Outside storage of motor vehicles is prohibited within public view and/or within
12 on-site parking areas;

13 (10) No vehicles may be parked on sidewalks, parkways, driveways or alleys;

14 (11) No vehicle may be parked on the premises for the purpose of offering same for
15 sale;

16 (12) All light sources, including canopy, perimeter and flood shall be energy
17 efficient, stationary and shielded or recessed within the roof canopy so that the service
18 station shall be indirectly visible and all light is directed away from adjacent properties and
public rights-of-way. Lighting shall not be of a high intensity as to cause a traffic hazard or
adversely affect adjoining properties. No luminaire shall be higher than fifteen (15) feet
above finished grade;

19 (13) Landscaping shall comprise a minimum of ten (10) percent of the service
20 station site area, exclusive of required setbacks, and shall be provided and permanently
21 maintained in compliance with the following regulations, as well as those outlined in Chapter
3, Article 4 (Landscaping Standards):

22 a A minimum five (5) foot wide (inside dimension) and six (6) inch high curbed
23 planter area shall be provided along interior property lines, except for openings to facilitate
24 vehicular circulation to adjacent properties. Where adjacent to a periphery wall, twenty-four
(24) inch box trees planted not more than sixteen (16) feet apart shall be included in the
planter areas;

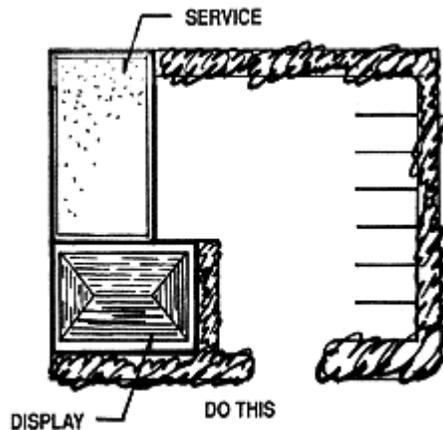
25 b. An on-site planter area of not less than 200 square feet shall be provided at
26 the corner of two (2) intersecting streets. Landscaping shall not exceed a height of thirty-six
27 (36) inches at this location, with the exception of trees provided that sight visibility is
unobstructed;

28 c. A minimum of fifty (50) square feet of planter area shall be located along each
portion of the main structure fronting on a public right-of-way; and

1 d. Additional landscaping may be required by the Review Authority to provide
2 screening for adjacent properties.

3 (14) All on-site signs shall be in compliance with Chapter 3, Article 12 (Sign
4 Standards);

5 (15) Service bays with individual access from the exterior of the structure shall not
6 directly face or front on a public right-of-way if located across the street from or within 100
7 feet of a residential zoning district/use;



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17 (16) No used or discarded automotive parts or equipment, or disabled, junked, or
18 wrecked vehicles may be located in any open area outside the main structure;

19 (17) The premises shall be kept in a neat, clean, and orderly condition at all times;

20 (18) Every parcel with a structure shall have trash receptacle(s) on the premises in
21 compliance with Section 9-3.103;

22 (19) Where an existing service station adjoins property in a residential zoning
23 district/use, a six (6) foot-high decorative masonry wall shall be constructed at the time the
24 station requires a permit for the on-site improvement/modification. Materials, textures, colors
25 and design of the wall shall be compatible with on-site development and adjoining properties
26 and shall be subject to the approval of the Director. When the wall reaches the established
27 front-yard setback line of a residentially zoned parcel abutting or directly across an alley
28 from the service station, it shall decrease to a height of thirty (30) inches. Height exceptions
shall only be approved by the Director for special or unusual security reasons and the
additional height shall be of a decorative, "see-through" type, as approved by the Director;

(20) Restroom entrances otherwise viewable from adjacent properties or public
rights-of-way shall be concealed from view by planters or decorative screening;

(21) Noise from bells or loudspeakers shall not exceed sixty-five (65) dBA at the

1 property line at any time and/or shall not be audible from a residentially zoned/occupied
2 parcel between the hours of 8:00 p.m. and 8:00 a.m. on weekdays and Saturdays, and
3 before 10:00 a.m. and after 7:00 p.m. on Sundays, in compliance with Chapter 3, Article 5
(Noise Standards);

4 (22) All parking, loading, circulation aisles and pump island areas shall be
5 constructed with (PCC) concrete; and

6 (23) Service stations shall receive used motor oil for subsequent recycling and
7 removal, subject to the approval of the County Fire Department.

8 O. Service Station Conversions. A structure originally constructed as a service
9 station and which is proposed for conversion to another allowable use shall require approval
10 of a Development Permit, and shall include upgrading and remodeling which may include,
11 but is not limited to, the removal of all gasoline appurtenances (i.e., canopies, overhead
12 doors, pump islands, underground tanks, etc.), additional landscaping standards as required
13 by Chapter 3, Article 4 (Landscaping Standards), additional street improvements or
14 modification of existing improvements to conform to access regulations and exterior
15 remodeling.

16 P. Single Room Occupancy (SROs). Development standards governing single
17 room occupancy (SROs) facilities are outlined in Chapter 3, Article 13.

18 Q. Tattoo Parlors. Tattoo parlors, including body piercing establishments, are
19 allowed subject to the approval of a Conditional Use Permit and subject to the following
20 standards:

21 (1) Patrons shall be a minimum of eighteen (18) years of age.

22 (2) Business operating hours shall be limited to between 9:00 a.m. and 12:00
23 midnight.

24 (3) The consumption or possession of alcoholic beverages on the premises is
25 prohibited.

26 (4) Restrooms shall be provided within the business location for customer use.

27 (5) A customer waiting area shall be provided separate from other areas of the
28 facility.

(6) Signs shall be limited to the name of the business only and no signs or
displays depicting services or products offered shall be displayed within three (3) feet of any
window.

(7) Operators shall comply with all State and local health regulations pertaining to
the operation of tattoo parlors.

R. Vending Machines. Unattended/automatic vending machines are allowed
subject to the approval of a Minor Conditional Use Permit subject to the following standards:

1 (1) Vending machines are allowed as an accessory use to any primary use except
2 single-family residential.

3 (2) The preferred location for vending machines is within an enclosed building. If
4 located on the exterior of a building, vending machines shall be located adjacent to the main
5 building and in locations that do not block windows or doors, restrict vehicle or pedestrian
6 movement, restrict existing parking or loading spaces or restrict lines of sight.

7 (3) Vending machines may be internally or externally illuminated. For security
8 purposes, the area within ten (10) feet of a vending machine shall be illuminated with a
9 minimum of two (2) footcandles of illumination measured at the finished grade. Lighting
10 sources shall be shielded and located in a manner that does not impact adjacent properties.

11 (4) Vending machines shall comply with Sections 114200 through 114245 of the
12 State Health and Safety Code.

13 S. Cyber Cafés.

14 (1) Definition. "Cyber cafés," also known as "personal computer arcades," "cyber
15 arcades," "internet cafés," and "cyber centers," are defined as network gaming centers with
16 six (6) or more stations that provide the space, equipment and technology to provide multi-
17 player personal computer or similar games and services available to customers/patrons for
18 a fee. These centers also provide computer or other similar game systems on a rental basis
19 for internet access, computer and other games and word processing.

20 (2) Intent and Purpose. The intent of this regulation is to provide minimum
21 standards for the development and/or the establishment of cyber cafés in commercial areas,
22 and to ensure that the public health, safety and welfare are maintained. These regulations
23 are also designed to ensure that cyber cafés will be functionally related and compatible with
24 surrounding commercial uses, and that cyber cafés will not be a detriment to surrounding
25 uses.

26 (3) Requirements for the Operation of Cyber Cafés. A Development Permit is
27 required to establish/operate a cyber café in accordance with Chapter 2, Article 10 of Title 9
28 of this Code. The Planning Commission shall not approve a Development Permit for a cyber
café unless all of the following standards are met:

a. The Commission is able to make the findings set forth in Section 9-2.1007 of
this Code.

b. The lot upon which such business is proposed to be located is classified in
District A (Gateway) or District B (Festival) of the DTSP.

c. Hours of operation shall be from 8:00 a.m. to 10:00 p.m. on Sundays through
Thursdays and 8:00 a.m. to 12:00 a.m. (midnight) on Fridays and Saturdays. Minors must
be accompanied by a parent or legal guardian after 10:00 p.m. Additionally, minors may not
enter the establishment before 3:00 p.m. on school days, unless documentation is provided
by the minor, which proves that the minor's school is currently not in session. Notice of the
above-stated prohibitions relating to the presence of minors shall be posted by the

1 owner/operator at the entrance in lettering of at least two (2) inches in size.

2 d. If criminal activity occurs, including but not limited to, assaults, gang-related
3 activity, weapons offenses, disturbances, and/or juvenile related crime including truancy, at
4 any cyber café establishment, then the owner may be required to provide a California
5 licensed uniformed security guard(s) to be on the premises at all times the establishment is
6 open for business if required by the Police Chief. Security guards shall first be subject to
7 approval by the Police Chief and to a background check as required by the Police Chief. No
8 such security guard shall be approved unless the Police Chief determines that such
9 proposed security guard or attendant has not been convicted of any offense involving
10 gambling or any offense against minors or against the public peace during the preceding
11 five (5) years. Additionally, should a criminal incident occur, the owner may be required to
12 provide a security plan to address any public safety concerns arising from the business.
13 Such security plan shall be approved by the Police Department.

14 e. The parking requirement for cyber cafés shall be one parking space for every
15 300 square feet of gross floor area.

16 f. There shall be a twenty-five (25%) percent maximum window sign coverage
17 area for each individual window. Such window signs shall require sign design review
18 approval by the Planning Division.

19 g. A public restroom shall be made available for customer use within the
20 establishment at all times during hours of operation.

21 h. All computer work stations shall be open, without physical partitions or dividers
22 between stations. There shall be no stations within any type of enclosed or semi-enclosed
23 booth type of arrangement.

24 i. No unlawful gambling shall be permitted within the establishment at any time.

25 j. All entrances and interior areas shall be adequately illuminated, and the
26 lighting plan shall be approved by the Building Division prior to the commencement of such
27 business.

28 k. Any bicycle racks proposed in association with a cyber café shall require
location and design approval by the Planning Division prior to installation.

l. No person shall enter, be or remain in any part of a cyber café while in the
possession of, consuming, using or under the influence of any alcoholic beverage or illegal
substance. No licensee, manager or supervisory employee shall permit any such person to
enter or remain in the establishment. Smoking and the sale of tobacco products on the
premises shall be prohibited. A sign shall be posted inside the cyber café stating in letters at
least two (2) inches high: "NO SMOKING. NO CONSUMPTION OF ALCOHOLIC
BEVERAGES."

m. "No loitering" signs shall be posted at the front and rear of the business as
approved by the Community Development Director.

1 n. Occupancy shall not exceed the standards of the Uniform Building Code and
2 the Los Angeles County Fire Code, and the maximum occupancy load shall be posted at the
3 main entrance.

4 o. The owner shall submit and receive approval of a fire exit plan from the City's
5 Building Division and the Los Angeles County Fire Department. The plan shall address all
6 exiting requirements of the Uniform Building Code and Los Angeles County Fire Code. This
7 includes, but is not limited to, providing an existing plan showing equipment location, aisle
8 locations and dimension widths, and having approved exit doors and panic hardware.

9 p. The operation of the cyber café shall be conducted in a manner so that any
10 noise-generating device producing or reproducing of sound between 10:00 p.m. and 8:00
11 a.m., which exceeds the noise limit of sixty-five (65) dBA established by the General Plan at
12 the property line, shall be a violation of this section.

13 q. Severability. If any section, subsection, sentence, clause, phrase or portion of
14 the ordinance codified in subsection 9-4.203(S) is for any reason held to be invalid or
15 unconstitutional by the decision of any court of competent jurisdiction, such decision shall
16 not affect the validity of the remaining portion of the subsection. The city council hereby
17 declares that it would have adopted the ordinance codified in subsection 9-4.203(S) and
18 each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact
19 that any one or more sections, subsections, phrases or portions be declared invalid or
20 unconstitutional.

21 T. Check Cashing/Currency Exchange/Money Advance/Money Transfer Uses.

22 (1) Definitions.

23 "Check cashing" is defined as a person or entity that, for compensation, engages in
24 whole or in part in the business of cashing checks, warrants, drafts, money orders, or other
25 commercial paper serving the same purpose. "Check cashing" also includes the business of
26 deferred deposits whereby the check casher refrains from depositing a personal check
27 written by a customer until a specific date. "Check cashing" does not include a state or
28 federally chartered bank, savings association, credit union, industrial loan company or a
retail seller engaged primarily in the business of selling consumer goods, such as
consumables to retail buyers, which also incidentally cashes checks or issues money orders
for a minimum flat fee as an added service to customers.

"Conspicuously post" means placed in plain public view in such a location and in such
a way and of such form and size and typeface that any person seeking the services of a
licensee could clearly and easily see and read the contents of the posted notices.

"Currency exchange" is defined as the trading of one currency for another.

"Money advance," also known as "payday advance," "paycheck advance," "deferred
deposit," and "cash advance," are defined as short-term (less than eleven (11) months)
loans of less than Two Thousand no/100ths (\$2,000.00) Dollars.

"Money transfer," also known as "wire transfer," is defined as a transfer of funds from

1 one entity to another through a bank account transfer or by a transfer of cash at a cash
2 office.

3 (2) Intent and Purpose.

4 The intent of this regulation is to provide minimum standards for the development
5 and/or the establishment of check cashing, currency exchange, money advance, and money
6 transfer uses in the General Commercial (C-G), Neighborhood Commercial (C-N) and DTSP
7 Zones, and to ensure that the public health, safety and welfare are maintained. These
8 regulations are also designed to ensure that these uses are functionally related and
9 compatible with surrounding commercial uses without being detrimental to surrounding
10 uses.

11 (3) Operational Requirements.

12 Check cashing, currency exchange, money advance and money transfer uses are
13 subject to the approval of a Conditional Use Permit in accordance with Chapter 2, Article 11
14 of Title 9 of the Huntington Park Municipal Code and shall be located, developed and
15 operated in the following manner:

16 a. New check cashing, currency exchange, money advance and money transfer
17 uses shall be located not less than one thousand (1,000) feet from another check cashing,
18 currency exchange, money advance and money transfer use, as measured from one
19 property line to another.

20 b. New check cashing, currency exchange, money advance and money transfer
21 uses shall be a minimum of five hundred (500) feet, as measured from one property line to
22 another, from the following legally established and operating uses:

23 1) Schools;

24 2) Parks;

25 3) Religious organizations;

26 4) State or Federally chartered banks, savings associations, credit unions, or
27 other financial institutions;

28 5) Commercial establishments serving alcoholic beverages for consumption on
the premises, excluding full service restaurants;

6) Commercial establishments selling alcoholic beverages for consumption off
the premises.

(4) Check cashing, currency exchange, money advance and money transfer uses
shall comply with the following performance standards:

a. A lighting plan shall be submitted for the review and approval of the Planning
Division and shall be installed prior to issuance of the Certificate of Occupancy. Exterior

1 lighting shall be provided on all frontages. Such lighting shall be designed to illuminate
2 persons standing outside such that they can be identified from a distance of fifty (50) feet.
3 Exterior lighting shall be designed so as not to cast glare off-site.

4 b. Storefronts shall have glass or transparent glazing in the windows and doors.
5 No more than ten (10) percent of any window or door area shall be covered by signs,
6 banners, or opaque coverings of any kind so that law enforcement personnel is provided
7 with a clear view of the entire public area in the premises from the public sidewalk.

8 c. The days and hours of operation shall be no earlier than 7:00 a.m. or later than
9 7:00 p.m., unless the provisions of subsection (4)(d) are met. Patrons shall be discouraged
10 from loitering prior to, during and/or after the hours of operation.

11 d. Check cashing, currency exchange, money advance and money transfer uses
12 that wish to stay open beyond 7:00 p.m., as provided in subsection (4)(c), have in operation
13 video cameras covering all internal and external locations of the business.

14 e. The operator shall continuously and conspicuously post the following:

- 15 1) A complete, detailed, and unambiguous schedule of fees charged for services;
- 16 2) A list of acceptable identification; and
- 17 3) The business license.

18 f. "No loitering" signs shall be installed and maintained where they will be most
19 visible to pedestrians on each side of the building in which the use is located, including, but
20 not limited to, street frontages and parking lots. The number, design, location, size and text
21 of the signs shall be subject to Planning Division and Huntington Park Police Department
22 review and approval. The signs shall be installed prior to issuance of the Certificate of
23 Occupancy.

24 g. No exterior pay telephones shall be permitted.

25 **SECTION 4:** Pursuant to the provisions of the California Environmental Quality Act
26 (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State
27 CEQA guidelines, has determined that the Ordinance is exempt pursuant to Section
28 15061(b)(3) of the California Code of Regulations;

SECTION 5: Any provisions of the Huntington Park Municipal Code or appendices
thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to
the extent necessary to affect the provisions of the Ordinance.

SECTION 6: If any section, subsection, sentence, clause, phrase, or portion of this
Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court
of competent jurisdiction, such decision shall not affect the validity of the remaining portions of
this Ordinance. The City Council of the City of Huntington Park hereby declares that it would

1 have adopted this Ordinance and each section, subsection, sentence, clause, phrase or
2 portion thereof, irrespective of the fact that any one or more sections, subsections, sentences,
3 clauses, phrases or potions may be declared invalid or unconstitutional.

4 **SECTION 7:** This Ordinance shall take effect thirty 30 days after it final passage by the
5 City Council.

6 **SECTION 8:** The City Clerk shall certify to the passage of this Ordinance and shall
7 cause the same to be published in the manner prescribed by law.

8 **PASSED, APPROVED AND ADOPTED** this 18th day of July, 2017.

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Marilyn Sanabria, Mayor

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ATTEST:

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Donna G. Schwartz, CMC
City Clerk

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CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

July 18, 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 IN CONNECTION WITH THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 7014-7018 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, for an amount of \$45,525 to remediate lead-based paint hazards on a multi-family apartment complex located at 7014-7018 Plaska Avenue;
2. Authorize City Manager to approve change orders in an amount not to exceed 10% of the total contract amount; and
3. Authorize City Manager to execute contract.

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, multi-family apartment complex located at 7014-7018 Plaska Avenue (9 units). The following table summarizes the bids received:

APPROVE CONTRACT WITH SARAHANG CONSTRUCTION IN CONNECTION WITH THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 7014-7018 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

July 18, 2017

Page 2 of 2

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 \$4,552 of the total contract amount.

Contractor	Bid Amount
Sarahang	45,525
Vizons	49,662
De La Torre	55,950

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. Eligible window and door replacement that test positive for lead based paint
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

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 2017-18 Budget under account number 246-5098-463.73-10.

APPROVE CONTRACT WITH SARAHANG CONSTRUCTION IN CONNECTION WITH THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 7014-7018 PLASKA AVENUE, HUNTINGTON PARK, CALIFORNIA

July 18, 2017

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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 housing-based threats to public health, and to focus these efforts especially on protecting young children.

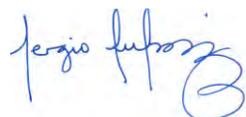
CONCLUSION

Upon execution of the contract staff will issue a notice to proceed and monitor the project.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Contract
- B. Bid Evaluation

ATTACHMENT "A"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of July, 2017, by and between the City of Huntington Park (hereinafter "City") Arthur Gonzales and Carmen Gonzales (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 7014 & 7018 Plaska Ave, 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 July 18, 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 Forty Five Thousand Five Hundred and Twenty Five Dollars (\$45,525)

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 **21** 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 Ferrante Insurance Services, Inc. 925-674-1755

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: Arthur & Carmen Gonzales
101 W. Oakmont Dr.
Montebello, CA 90640

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

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

ATTACHMENT "B"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
7014-7018 Plaska (3)

7014 Plaska Avenue (5 units)				
ITEM	Sarahang	Vizons	De La Torre	
LBPH				
1 Interior - Ceramic Tiled surfaces	n/a	n/a		
2 Exterior - Metal Bollards on North side	2,500	1,680	850	
3 Exterior- Metal Columns (stairway supports) on South side	300	90	400	
4 n/a	n/a	n/a	n/a	
5 waste disposal	600	350	750	
Subtotal	\$ 3,400	\$ 2,120	\$ 2,000	
Healthy Homes				
1 A. Kitchen tile - cover tile with water resistant linoleum flooring	1,000	650	1,200	
2 A. Bathroom - Remove mold, repair bathtub leak and repair damaged wall	400	1,250	750	
3 A. Bedroom, living room and hall - cover tile with wood plank laminate	-	-	-	
4 E. Bathroom - Cover tile with water resistant linoleum flooring	1,000	650	1,500	
5 E. Bathroom - repair leaking sink and replace damaged wall under sink	400	650	750	
6 E. Bedroom and living room - cover tile with laminate flooring	-	-	-	
7 E. Kitchen - Replace cabinet, sink, faucet and vent	500	590	1,600	
8 F. Kitchen and Bathroom tile flooring - cover tile with water resistant linolium	1,500	1,300		
9 F. Living Room - cover tile with wood plank laminate flooring	-	-	-	
10 F. Kitchen - cover tile with wood plank laminate flooring	-	-	-	
11 F. Bathroom - repair damaged wall behind sink and install backsplash	500	490	800	
12 F. Kitchen - replace cabinet, sink, faucet	500	590	1,600	
13 J. Living room - cover tile with wood plank laminate flooring	1,500	1,250	1,400	
14 All units - repair stairs	4,800	4,960	6,500	
Subtotal	\$ 12,100	\$ 12,380	\$ 16,100	
TOTAL	\$ 15,500	\$ 14,500	\$ 18,100	

7018 & 7018 A Plaska Avenue (2 units)				
ITEM	Sarahang	Vizons		
LBPH				
1 7018 Interior Entry Door Frame	350	225	350	
2 7018 Interior Kitchen Door Frame	300	225	350	
3 7018 Ceramic tiled surfaces in entry, living room bathroom & kitchen	n/a	n/a		
4 7018A - Interior living room door frame	300	450	350	
5 7018 A -Ceramic Tiled surfaces in living room bathroom	n/a	n/a		
6 Exterior - Door frames to 7018 Entry & 7018 A living room	800	450	900	
7 Exterior window components	3,000	7,350	4500	
Alt - change window	-	-	-	
8 Exterior Stucco walls	6,000	6,100	7000	
9 Exterior eaves & rafters	3,000	1,050	2500	
10 Exterior - beams at all porches	1,000	650	1200	
11 Exterior gutters and downspouts	500	750	750	
12 Exterior - metal bollards on south side	300	350	450	
13 Clean window sills and wells	500	1,050	1200	
14 n/a	-	n/a		
15 Waste disposal	600	350	200	
Subtotal	\$ 16,650	\$ 19,000	\$ 19,750	
Healthy Homes				
1 7018 Kitchen tile - cover tile with water resistant linoleum flooring	\$ 1,000	650	\$ 1,200	
2 Bathroom - repair water damage in bathroom wall	\$ 500	1,050	\$ 900	
3 Living room - cover tile with wood plank laminate flooring	\$ -	-	-	
4 7018 A Bathroom Cover tile with water resistant linoleum flooring	\$ -	-	-	
5 Living room - cover tile with wood plank laminate flooring	\$ -	-	-	
Subtotal	\$ 1,500	\$ 1,700	\$ 2,100	
TOTAL	\$ 18,150	\$ 20,700	\$ 21,850	

7018 C & D				
ITEM	Sarahang	Vizons		
LBPH				
1 7018C - Ceramic tiled surfaces in living room bedrooms	n/a	n/a		
2 7018D. Ceramic tile surfaces in kitchen, bathroom and bedroom 4	n/a	n/a		
3 Exterior Stucco walls	6,000	6,452	7500	
4 Clean window sills and wells	500	1,050	850	
5 Waste disposal	575	350	650	
Subtotal	\$ 7,075	\$ 7,852	\$ 9,000	
Healthy Homes				
1 C - Bathroom replace shower head/faucet; repair water damage, seal ceiling	1,000	1,850	1,400	
2 C - Kitchen grout and seal kitchen counter top; replace kitchen vent	300	690	750	
3 C -living room floor- grout and seal floor tile edges	500	950	750	
4 C Bedroom replace broken door and door knob	300	490	450	
5 C- Cover hole on wall next to front door	200	190	200	
6 D - Replace vanity, sink, faucet and toilet	1,000	590	650	
7 D- Kitchen Replace cabinet, countertop and sink, repair sink leak, water damage	1,500	1,850	2,800	
Subtotal	\$ 4,800	\$ 6,610	\$ 7,000	
TOTAL	\$ 11,875	\$ 14,462	\$ 16,000	
PROJECT TOTAL	\$ 45,525	\$ 49,662	\$ 55,950	



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 18, 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 PROFESSIONAL SERVICES AGREEMENT (PSA) WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Professional Services Agreement between Lan Wan Enterprise, Inc. and the City of Huntington Park relating to voice over internet protocol telephone system services; and
2. Authorize City Manager to execute agreement.

BACKGROUND

Staff proposes that the City of Huntington Park (the "City") enter into a five-year agreement with Lan Wan Enterprise, Inc., the City's current IT service provider, to replace the City's outdated telephone system with a Voice Over Internet Protocol Telephone System (VOIP). City Departments, including City Hall, Public Works, Parks & Recreation, and Police, currently operate a decades old analog phone system that is maintained and repaired by Teleworks on an as-needed basis. Phone service is provided to the City by AT&T CALNET at an average monthly cost of \$5,800. The City's phones, themselves, are archaic and only capable of performing very basic functions. Continuing to maintain the City's existing obsolete phone structure will restrict economical phone functionality and an efficient flow of business necessary to improve staff productivity.

DISCUSSION

The current phone system is no longer providing value to the City that is essential for today's communication environment. An upgrade from analog phones to VOIP will reduce operating costs and improve phone system functionality. Traditional analog phone systems are limited to basic features such as hold, mute, and transferring between extensions and its less modular hardware can be expensive to support, configure, and

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM SERVICES

July 18, 2017

Page 2 of 3

upgrade. In addition, analog is extremely inflexible towards the City's shifting needs, as moving phone locations or installing new phones require professional rewiring. Simple modifications and repairs require vendor support, which is not typically timely and can be expensive.

Staff conducted an in-depth study of the City's telephone system in order to explore the best ways to improve current operations and lower phone service costs while keeping up with imminent technological advances within the business. VOIP is a revolutionary, enhanced system that transmits voice communications between remote sites within the organization through a single Internet network, eliminating the need for a phone service provider and multiple phone lines. Through the new system, City Staff will have the versatility to add, move or change phones and access to advanced features such as Auto Attendant, Call Recording, Conference Calls, Staff Directory, Voicemail to Email and more.

VOIP allows for standardized, easy, and cost-effective configuration changes and system modifications that address the City's growing and fluctuating needs without requiring expensive up-front capital outlay. By eliminating the use of circuit-switched networks for voice, VOIP reduces and allows the City to operate on a single integrated voice and data network. The new system will provide significant improvements to the customer experience, offering easy navigation options and automation that assists in directing callers to the right department. In order to improve business operations and public service, Staff is recommending the City to execute an amended agreement with Lan Wan Enterprise, Inc. to upgrade the existing telecommunications system to a standardized, easy and cost effective platform through Star2Star Communication's VOIP services. Under the current Lan Wan Agreement dated December 1, 2016, Exhibit A – Statement of Work includes installation and implementation of a new VOIP telephone system at no additional cost to the City. Lan Wan will provide the monthly telephone service at the rate the City currently pays for its monthly telephone service.

FISCAL IMPACT

Currently, the City is paying approximately \$72,000 a year for a phone service provider and as-needed phone maintenance. Phone services, user licenses, maintenance, and support will cost \$4,833 monthly, or \$57,996 yearly, through Lan Wan. With the integration of the Lan Wan proposed VOIP solution, the City would save over \$14,000 per year, while implementing an advanced telephone system that includes an upgrade of the City's network infrastructure, new hardware and software, maintenance, hi-tech phone features, and on-site support.

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM SERVICES

July 18, 2017

Page 3 of 3

Hardware and equipment required to initiate a smooth transition for 160 phones will be provided through a lease to own option at \$2,000 a month. The total amount for implementing and maintaining VoIP as the City's upgraded phone system is \$6,833 a month for five years as detailed in the table below:

VOIP City of Huntington Park & PD		Monthly Payment
	Cost	
Hardware & Equipment	120,000	2,000
160 phones @ \$12.50=\$2,000		
Services - Phone services, users license, maintenance and support	290,000	4,833
Total	\$ 410,000	\$ 6,833

The phone system enhancement is included in the Finance Department's FY 17/18 budget in account code 111-9010-419.53-10. No additional appropriations are required at this time.

CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

- A. DRAFT Professional Services Agreement for VOIP Services with Lan Wan Enterprise, Inc.
- B. Professional Services Agreement with Lan Wan Enterprise
- C. Lan Wan IT RFP Proposal

ATTACHMENT “A”

DRAFT Professional Services Agreement for VOIP Services with Lan Wan Enterprise, Inc.

Available Monday, July 17, 2017

ATTACHMENT "B"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of December 1 , 2016, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LAN WAN ENTERPRISE, INC., a California corporation ("Consultant"). For the purposes of this Agreement, the City and the Consultant may be referred to collectively by the capitalized term "Parties". The capitalized term "Party" may refer to the City and the Consultant interchangeably.

NOW THEREFORE, the Parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to network support and maintenance, as specified in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Changes and Additions to Statement of Work. The Parties may agree to have the Consultant, or any other service provider, complete work not specified within the SOW ("Extra Work"). Hourly rates for such Extra Work will be negotiated separately and shall be dependent upon the project scope. Prior to commencing Extra Work, the Consultant shall provide the City with an itemized estimate, including estimates for time and labor. Additionally, the Consultant must secure the City's written authorization to complete Extra Work prior to commencing such work. The City will not be liable for payment related to any Extra Work completed prior to securing the City's written authorization. It is understood by both Parties that oral requests and/or approvals of such Extra Work or additional compensation shall be barred and are unenforceable. The executed written authorization for Extra Work shall be considered an addendum to this Agreement. However, the Consultant does not have the exclusive right to complete any Extra Work. The City reserves the right to select any service provider, including the Consultant, to complete Extra Work. Invoices for Extra Work must comply with the invoice requirements contained in Section 2.2 of this Agreement.

Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the Work to be performed, (b) it has investigated the nature and factual context of the Work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the Work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section 5 of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.
- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.
- (c) The Consultant agrees that it will continue throughout the term of this Agreement to retain the Subcontractors identified in the list of key Subcontractors, and that such persons will continue to provide the Services initially provided, unless the Consultant has obtained the City's prior written consent to any changes. The following is a list of key Subcontractors that the Consultant will use for the delivery of the Services:
 - Subcontractor A – [Consultant to provide to City's Representative]
 - Subcontractor B – [Consultant to provide to City's Representative]
 - Subcontractor C – [Consultant to provide to City's Representative]

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit C (the "Contract Price"). Consultant's total compensation during the term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$846,000 (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Manager and Director of Finance. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant's performance pending City approval of any anticipated expenditures in

excess of the Not-to-Exceed Sum or any other City-approved amendment to the fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 Method of Payment and Invoices. Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

Invoices shall describe in detail, the Services performed, including time and materials, the specific equipment that was serviced, the date of performance and the associated time for completion for each task. Block billing, which is the practice of assigning a one-time charge to multiple tasks, is prohibited.

2.3 Disputed Amounts. The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

SECTION THREE: TERM AND TERMINATION

3.1 Term and Effective Date. The term of this Agreement shall be three (3) years from the Effective Date of this Agreement, unless terminated in accordance with the provisions of this Agreement. The Effective Date shall be the date this Agreement is fully executed by both Parties.

3.2 Termination Prior to Expiration of Term. This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- (a) By the written mutual agreement of the Parties hereto; or

(b) By the Consultant, with cause, upon thirty (30) days written notice to the City, and compliance with this Section 3.3 of this Agreement; or

(c) By the City, with cause, upon thirty (30) days written notice to the Consultant, pursuant to this Section 3.3 of this Agreement.

3.3 Termination for Cause. If a Party provides a notice of termination for cause, the Party that is not in breach may terminate this Agreement on the date specified in the written notice of termination if the Party in breach of contract does not resolve the breach within thirty (30) days of receipt of written notice.

The non-breaching Party may withdraw its written notice of termination within five (5) business days of delivering such notice to the other Party. If the Consultant is the breaching Party, the City may also extend the period during which the Consultant will continue to provide the Services (in whole or part) to allow for any delay in the termination plan schedule or a later effective date of termination.

The City shall pay the Consultant for Services performed through the effective date of termination.

The terminating Party shall have all rights and remedies generally afforded by law or equity, subject to the limitations expressed in this Agreement. Such termination will proceed in an orderly manner, as soon as practical or in accordance with the schedule agreed to by the City and the Consultant.

3.4 Events of Breach. "Events of Breach" and the occurrence of any one or more of such Events of Breach shall constitute a breach of this Agreement that shall afford the non-breaching Party, as applicable, the rights and remedies detailed in Section 3.3 of this Agreement. Events that constitute Events of Breach are:

- (a) The Consultant fails to achieve any material SLR in a manner that is consistent with the SOW.
- (b) The Consultant fails to achieve any SLR for three consecutive months or three in any twelve-month period.
- (c) The Consultant's breach of any of the warranties documented in Article 9, or any of its other obligations under this Agreement that is not resolved within thirty (30) calendar days following receipt of written notice of such a breach.
- (d) The Consultant fails to maintain insurance coverage as specified in Section 9 provided that the Consultant does not resolve such failure within thirty (30) calendar days following receipt of written notice of such failure.
- (e) The City fails to make any undisputed payment within forty-five (45) calendar days after the City has received written notice of such failure.

SECTION FOUR: COORDINATION OF WORK

4.1 Consultant's Key Personnel. Each of the Key Personnel is designated in, and shall have the functions assigned to him or her as set forth in, Exhibit B – Key Personnel. Exhibit B may be modified from time to time in accordance with this Agreement and shall be deemed modified upon:

(a) The City's designation in writing of acceptance of additional or replacement of Key Personnel

(b) Any approved replacement or substitution of a new person for any Key Personnel by both Parties

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INDEMNIFICATION

5.1 Indemnification. The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

(a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

(b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.

(c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or

in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the Services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the Contractor Officer for inspection and audit at mutually convenient times for a period of three (3) years from this Agreement's date of termination.

6.3 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

7.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

7.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

8.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

SECTION NINE: INSURANCE

9.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum,

coverage with an insurance company admitted to do business in California, consistent with the rating requirements contained below, and be approve in writing the City. The following coverage is the minimum required. All limits are per occurrence unless otherwise specified.

	<u>LIMITS</u>
A. Workers Compensation Endorsement	Statutory
(i) Voluntary Compensation Endorsement	
(ii) Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)	
B. Automobile Liability – covering owned, non-owned and hired auto	\$1,000,000
C. Commercial General Liability, including the following coverage	\$1,000,000
(i) Premises and Operations	
(ii) Contractual (Blanket/Schedule)	
(iii) Independent Contractors	
(iv) Products/Completed Operations	
(v) Personal Injury	
(vi) Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)	
(vii) Cyber security	
D. Professional Liability Insurance	\$2,000,000
*Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion	
E. Errors and Omissions	\$1,000,000
F. Cyber Liability Insurance	\$1,000,000
*including but not limited to information security and privacy liability; privacy breach response services.	

INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE.

9.2 Evidence of Insurance. Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements.

9.3 Endorsements. The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: “The City of Huntington Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect

to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased hired, or borrowed by the Consultant.”

(b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City.”

(c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects to the City of Huntington Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Huntington Park shall be excess and not contributing with the insurance provided by this policy.”

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Huntington Park, its officers, officials, agents, employees, and volunteers.

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

(f) The Workers’ Compensation policy shall provide a waiver of subrogation in favor of the City.

9.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

9.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

SECTION TEN: GENERAL WARRANTY DISCLAIMER

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

10.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;
- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
- (e) it owns or leases and promises that it shall own or lease, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of the Consultant's lenders, all rights, titles, and interests in and to the tangible property and technology and the like that the Consultant intends to use or uses to provide the Services, and in and to the related patent, copyright, trademark, and other proprietary rights, or has received appropriate licenses, leases or other rights from third parties to permit such use;
- (f) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (g) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (h) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (i) without limiting the generality of the foregoing, all Services and Extra Work provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided, however, that where this Agreement specifies a particular standard or criteria for performance, including, without limitation, applicable SLRs as defined in the SOW, this warranty is not intended to and does not diminish or supersede that standard or criteria for performance;
- (j) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code (City of Huntington Park Resolution No. 2016-09 that incorporates

by reference 2 Cal. Code of Regs. Section 18730) and that it conducts its business in a manner that is consistent with this City policy;

- (k) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;
- (l) it represents and warrants to the City that, to the best of the knowledge of those Consultant personnel responsible for creating and/or approving the Consultant's technical proposal and solution, the use of any services, techniques or products provided or used by the Consultant to provide the Services does not and shall not infringe upon any third party's patent, trademark, copyright or other intellectual-property rights, nor make use of any misappropriated trade secrets;
- (m) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;
- (n) it acknowledges that, except with respect to assumptions specifically set forth in this Agreement, it has been provided with sufficient time and access to the City's facilities, information and personnel, to conduct and perform a thorough due diligence of the City's operations and business requirements and the City's assets currently used by the City in currently providing such services. In light of the foregoing, except with respect to assumptions specifically set forth in this Agreement, the Consultant will not seek any adjustment in the fees based on any incorrect assumptions made by the Consultant in arriving at the fees;
- (o) it shall implement and leverage industry best practices to identify, screen and prevent incidents, and shall not introduce, any Disabling Device in hardware, software or other resources used by the Consultant, City or any third party in connection with the Services. A "Disabling Device" can be — not limited to — any virus, restrictive code, malware, spyware, timer, clock, counter, time lock, time bomb, Trojan worm, file infector, boot sector infector or other limiting design, instruction or routine and surveillance software, routines, data gathering, or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, or cause the hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used, or that collect data or information. To the extent caused by the Consultant's failure to perform its obligations relative to non-introduction, identification, screening and prevention of

Disabling Devices, the Consultant shall, at no cost or expense to the City, and with minimal adverse impact to the Services or any other services, reduce and/or eliminate the effects of any Disabling Device, including, without limitation, by restoring any lost data and/or software programming.

10.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

- (a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and
- (b) The City does not make any representation or warranty with respect to the Services, the City Equipment or any component thereof. All hardware, software, networks, and other assets made available or conveyed by the City to the Consultant under this Agreement are made available or conveyed to the Consultant "as is, where is and with all faults," and there are no representations or warranties of any kind with respect to the condition, capabilities or other attributes of such items.

SECTION ELEVEN: MISCELLANEOUS

11.1 Notices. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
 Attention: City Manager
 6550 Miles Avenue
 Huntington Park, CA 90255

To Consultant: LAN WAN ENTERPRISE, INC.
 17500 Red Hill Ave. Suite 120
 Irvine, CA 92614-5680

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

11.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

11.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

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

11.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

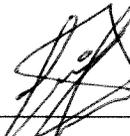
CONSULTANT:

CITY OF HUNTINGTON PARK

LAN WAN ENTERPRISE, INC.

By: 

City Manager
Edgar Cisneros

By: 

Rami Dababneh
LAN WAN Enterprise

Feb 13 2017

ATTEST:

By: 

City Clerk
City of Huntington Park

APPROVED AT TO FORM
ALVAREZ-GLASMAN & COLVIN

By: 

Noel Tapia
Assistant City Attorney
City of Huntington Park

EXHIBIT A – STATEMENT OF WORK

1. General Responsibilities and Expectations

- LANWAN will provide services and supporting processes that support the City's business needs, technical requirements, and end-user requirements in a responsible, responsive, and economical manner.
- LANWAN will comply with City's business practices, policies, standards, and regulatory requirements applicable and relating to procurement, internal controls, and expectations as to invoice processing, information systems, personnel, and physical/technical security.
- LANWAN will work with staff to develop, implement, and maintain a standards and procedures manual that will be used in the delivery of all services. The manual will clearly indicate the roles and responsibilities and performance measures between LANWAN and the City.
- LANWAN will report performance against Service Level Requirements (SLRs).
- LANWAN will coordinate all changes to the IT system that may affect the SLR.
- LANWAN will adhere to service management best practices and key performance indicators.
- LANWAN will assist the City in executing its top business priorities in using technology to transform its business practices.
- LANWAN will work with the City to ensure that it optimizes the investment that it makes with respect to information technology and that these investments are leveraged towards the advancement of the City's business functions.
- Provide staff that is capably aligned to support the City's priorities.
- LANWAN will use an internal online service ticket system where each request for service is inputted. The inputted information will describe the nature of the issue, the action taken by LANWAN to address the issue and the status of the corrective action taken. The City's Representative shall have access to the internal online service ticket system at all times.
- LANWAN shall have an emergency telephone number for the City's use in the event an urgent service request is necessary outside of LANWAN's standard office hours and during the weekend. This telephone number shall be available twenty-four (24) hours a day.
- At the City's discretion, LANWAN shall install and implement a new state of the art VOIP telephone system and new telephones at no additional cost to the City. LANWAN will provide the monthly telephone service at the rate the City currently pays for its monthly telephone service.

2. Hours of Operation

LANWAN will provide technical support consistent with the City and Police Department's calendar and hours of operations specified below:

- Standard office hours are 7:30 AM to 6:00 PM, Monday through Thursday.
- The Police Department on-site staffing requirements will be thirty (30) hours per week, unless modified by the Chief of Police or by the Police Department designee due to work completed during after-hours periods.
- Staffing for other departments will be twenty-four (24) hours per week, unless modified by the City's Representative due to work completed during after-hours periods.
- LANWAN's technical/operational resources shall be made available during extended hours for both regularly-scheduled and special city council and commission meetings.
- LANWAN will coordinate with City staff the scheduling of system maintenance activities during after-hour periods, weekends (Fridays, Saturdays, and Sundays) and scheduled holidays. Future work schedules shall be reduced by an amount equal to any work completed during after-hour periods. All work completed within the SOW shall be completed within the 216 monthly scheduled hours.

3. City Locations

LANWAN will provide the services specified in this Statement of Work at the City Locations listed below:

- Huntington Park City Hall
6550 Miles Avenue
Huntington Park, CA 90255
- Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255
- Public Works Yard
6900 Bissel Avenue
Huntington Park, CA 90255
- Parks and Recreation Department/Salt Lake Park
3401 Florence Avenue
Huntington Park, CA 90255
- Huntington Park Community Center
6925 Salt Lake Avenue
Huntington Park, CA 90255
- Raul R. Perez Memorial Park Community Center
6208 Alameda Street
Huntington Park, CA 90255
- Freedom Park Community Center
3801 E. 61st Street
Huntington Park, CA 90255

4. Service Level Monitoring and Reporting

LANWAN will report system management information (i.e. performance metrics, system accounting information related to the City of Huntington Park) to the City's Representative in an agreed-upon format effective immediately upon execution of this Agreement;

- LANWAN will engage and provide information as to remote monitoring services through a network operations center acceptable to the City's Representative and which will be immediately effective upon execution of this Agreement. Remote monitoring services are not intended to be billed at the City's hourly rate but rather at the set per month cost included in the overall monthly contract cost.
- LANWAN will implement a documented ticketed service request acceptable to the City's Representative and which will be immediately effective upon execution of this Agreement.
- Develop, document and maintain in the standards process and procedures manual service-level monitoring and reporting procedures that meet requirements specified in the Service Level Requirements, and adhere to defined policies.
- Report on system level performance and improvement results.
- Coordinate system level monitoring and reporting with City's Representative and third parties.
- Measure, analyze and provide management reports on overall system performance.
- Provide monthly listing of service requests and delated resolutions including root cause analysis when applicable.
- Provide City access to performance and system level performance data.
- Reporting must be in a written format acceptable to the City's Representative and must be provided directly to City's Representative with each invoice for payment of monthly service charges.

5. Performance Management

LANWAN will provide activities associated with the maintenance of IT service components for optimal performance. This process includes:

- Monitoring of performance and throughput of IT services and supporting IT components.
- Assessing the results of the performance reports.
- Conducting trending analysis.
- Performing IT service component maintenance.
- Work with the City's Representative to in executing upon improvement plans agreed upon by the City.

6. Capacity Management

LANWAN will provide activities associated with ensuring that the capacity of the IT services matches the evolving demands of City business in the most cost-effective and timely manner. The process encompasses the following:

- Monitoring of performance and throughput of IT services and supporting IT components.
- Understanding current demands and forecasting for future requirements.
- Developing capacity plans which will meet demand and SLRs.
- Developing modeling and conducting simulations to manage capacity.
- Conducting risk assessment of capacity recommendations.
- Developing and implementing a capacity plan.
- Undertaking tuning activities.

7. Backup and Recovery

LANWAN must execute ongoing backup and recovery services without reliance on City staff to assist, and in accordance with the City's schedules and requirements. The LANWAN must demonstrate that it will consistently meet or exceed the City's backup and recovery requirements.

8. IT Service Continuity and Disaster Recovery

LANWAN will perform activities associated with providing such services for City applications, and their associated infrastructure (e.g., CPU, servers, network, data and output devices, end-user devices) and for City voice network services, provided the City directs LANWAN to install and implement a new VOIP telephone system. City applications, associated infrastructure and voice network devices will receive disaster recovery services according to City's business continuity plan. LANWAN must demonstrate that it will consistently meet or exceed City's IT service continuity and DR services requirements.

9. Security

LANWAN will provide services associated with maintaining physical and logical security of all IT service components (hardware and software) and data, virus protection, access protection and other security services in compliance with City requirements.

10. Change Management

LANWAN will provide services and activities required to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and consequently to improve the day-to-day operations of City. They cover all aspects of managing the introduction and implementation of all changes affecting all IT service components and in any of the management processes, tools and methodologies designed and utilized to support the IT service components.

The change management processes and activities are inter-related and complementary with release configuration incident, and problem management. This process includes the following:

- Determining metrics for measuring effectiveness of a change
- Request for change (RFC) process
- Recording/tracking process
- Prioritization process
- Responsibility assignment process
- Impact/risk assessment process
- Participation in IT service continuity and DR planning
- Review/approval process
- Establishing and managing the schedule of approved changes
- Implementation process
- Verification (test) process
- Closure process

11. Configuration Management

LANWAN will provide activities and services associated with providing a logical model of a IT service devices or assets (including software licenses) and their relationships. This is accomplished by identifying, controlling, maintaining, and verifying installed hardware, software, and documentation (i.e. maintenance contracts, SLA documents, etc.). The goal is to account for all IT assets and configurations; provide accurate information on configurations; provide a sound basis for incident, problem, change, and release management; and to verify configuration records against the infrastructure and correct any exceptions.

12. Acquisition and Management

LANWAN will provide services and activities associated with the pricing, evaluation (technical and costing), selection and acquisition of new and upgraded IT service components (e.g., hardware, software, circuits). All acquisitions must conform to the City's procurement practices will full documentation provided to the City's Representative.

13. Asset Management

LANWAN will provide services associated with the ongoing management and tracking of the life cycle of existing, IT service components (e.g., hardware, software and software licenses, maintenance, circuits) and their attributes (i.e., location, costs, depreciation, contracts, vendor, serial numbers, etc.). It is expected that LANWAN will provide

documentation consistent with the City’s requirement for asset reporting upon provision of a purchase order and payment of invoice. No payment for product will be made without the provision of such documentation to the City’s Representative.

14. Software License Management

LANWAN will provide services and activities associated with the identification, acquisition and disposal as well as ongoing management and tracking of software and their corresponding licenses. It is expected that LANWAN will maintain all records, fully documented and up-to-date in a manner acceptable to City’s Representative. All documentation is to be immediately available upon request. The City’s licensed software is listed in the following table.

List of Software Licenses

Vendor	Software
Tritech	Vision Mobile RMS FBR CAD
LA County Sherriff’s Department	Prelims ePCD CalPhoto Coplinc
3M	Boss 3M ALPR
Microsoft	Windows Workstation Windows Server MS Office E-Mail (Exchange)
Network Solutions	Public domain names
Go Daddy	Webhosting
Veritas	Backup Exec
SunGard	Naviline DMS QRep
ITron	MVRS
Adobe	Adobe Acrobat
Vermont Systems, Inc.	RecTrac
EJ Ward	W4 Fuel View
Utility Manager	Utility Manager
Wondershare	Wondershare
Bit Defender	Bit Defender Antivirus
2FA	2FA
Netmotion	Netmotion
AdioLog	AdioLog
Bluecheck	Bluecheck

Crime View	Crime View
TMS	TMS
VeriPic	VeriPic
Plantir	Plantir
Scene PD	Scene PD
Smart Justic	Smart Justic
Vantage Point (GIS)	Vantage Point (GIS)

14. Integration

LANWAN will provide services associated with ensuring that all individual IT components configured with or added to the IT environment work together cohesively to achieve the intended results with regards to the City’s ability to perform its business operations. Specific attention should be focused on the Police and Finance Departments as they represent the two departments with the highest demand on IT-supported business functions.

15. Implementation and Migration

LANWAN will provide services that support the installation of new and upgraded IT components (e.g., hardware, software [operating system] and network components) based on adopted City policies. The focus of this task is to ensure the advancement of the City’s IT infrastructure in order to support its ongoing and evolving business operations.

16. Incident Management

LANWAN will provide services and activities associated with restoring normal service/business operations as quickly as possible in order to minimize adverse impacts on the City’s operations. The primary activities of Incident Management process include:

- Incident detection and recording
- Incident classification and initial support
- Incident investigation and diagnosis
- Incident escalation
- Incident resolution and recovery
- Incident closure

Notification of all incidents and subsequent resolution relating to the Police Department must be provided immediately as follows:

Name:	
Title:	
Email:	
Work Phone:	
Cell Phone:	

Notification of all incidents and subsequent resolution relating to Departments other than the Police Department must be provided immediately to the City’s Representative as follows:

Name:	
Title:	
Email:	
Work Phone:	
Cell Phone:	

17. Service Level Requirements

It is expected that LANWAN will meet or exceed the response/resolution as outlined in the table below:

Service Level Requirements

Severity Level	Definition	Response Time	Resolution Target
<u>1. Critical</u> High impact	The failure affects the City's ability to conduct business and/or ability to provide services. No feasible alternative workarounds.	2 hour	8 hours
<u>2. Urgent</u> Potentially high impact	An incident that affects multiple customers or a department and has the potential to cause a significant business impact. Potential workarounds are not readily available.	4 hours	24 hours
<u>3. Routine</u> Moderate impact	Incident with immediate and moderate impact levels. Typically consists of a localized problem with available workarounds that can easily be implemented.	8 hours	24 to 48 hours
<u>4. General</u> Low/no impact	Incidents with low impact levels on the City's operations. Typically affects a single individual or the individual presents an issue with minimal or no business impacts such as (but not limited to) routine maintenance, software request, schedule hardware installations/disposals, and advisory questions.	24 hours	48 to 72 hours
<u>5. Planned Task</u> Low/no impact	Service request has pre-determined date. Typically scheduled to minimize impact on business operations.	Scheduled date	48 to 120 hours

18. Problem Management Services

LANWAN will provide these services in order to minimize adverse business impacts caused by errors within the IT infrastructures and to prevent the recurrence of such error-related incidents by determining the incidents' underlying cause. This also includes ensuring that appropriate actions are taken to correct or improve the situation resulting from the initial error.

LANWAN will provide reactive problem management services by diagnosing and solving problems in response to one or more incidents that have been reported through incident management. Provide proactive problem management to identify and solve problems and known errors before incidents occur, including performing predictive

analysis activities, where practical, to identify potential future problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes. The LANWAN will also maintain, update and disseminate information about problems and the appropriate workarounds and resolutions, so that the number and impact of incidents occurring within City's IT infrastructure is reduced over time.

The major activities of problem management are:

- Problem control
- Error control
- Proactive prevention of problems
- Performing major problem reviews
- Providing problem management reporting

LANWAN shall provide problem management services for all identified problems that are determined to be related to IT systems and services under its control. LANWAN shall also provide coordination and assistance to City and third-party vendors in performing their problem management process and shall be responsible for ensuring that the resolutions to the problems are implemented through the appropriate control procedures, especially change management and release management. LANWAN must coordinate problem management activities with the City's staff and third-party vendors responsible for performing configuration management, availability management, capacity management, it service continuity management and service-level management activities.

19 Operations and Administration

Operations and Administration Services are the activities associated with providing a stable IT Infrastructure, and with effectively and efficiently performing procedures to ensure IT services meet SLR targets and requirements.

20. Maintenance

Maintenance Services are the activities associated with the maintenance and repair of hardware, software and networks to include "break/fix" services. Installed platform and product version levels are not to be more than one version behind the current commercial release, unless coordinated with City architectural standards committee.

21. Technology Refreshment and Replenishment

Technology Refreshment and Replenishment (TR&R) services are the activities associated with modernizing the IT environment on a continual basis, to ensure that the system components stay current with evolving industry-standard technology platforms.

EXHIBIT B – LANWAN ENTERPRISES KEY PERSONNEL

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

Name:	
Assignment:	
Location:	
Email:	
Work Phone:	
Cell Phone:	

EXHIBIT C – FEE SCHEDULE

CONTRACT PRICE

Contractor’s total compensation for the performance and completion of all of the work specified in the SOW, and attached hereto as Exhibit A, shall not exceed the total contractual sum of \$846,000 (the “Contract Price”).

The Parties agree that the Contract Price includes compensation for all labor and materials, tools, supplies, equipment, business licenses that are customary and necessary to competently carry out the work required, and in a manner that is consistent with the Contractor’s line of business.

The Contract Price components and costs are summarized in the following table:

SERVICES	MONTHLY HOURS	HOURLY COST	MONTHLY COST	ANNUAL COST
A.	Dedicated On-site Technical Support, including all services specified in the SOW			
	- City (all departments except Police)	96	N/A	
	- Police	120	N/A	
	Total on-site technical support			
B.	24/7 Remote NOC Support		Cost of service is included in monthly cost	
	TOTAL SUPPORT SERVICE COST	216	\$23,500	\$282,000
C.	Additional Services (when required, and as approved)			
	Item			
	Hourly labor rate		120	
	Minimum hours required	0		
	Travel Time (one-time only per assignment)		60	
	Mark up for product purchased on behalf of the City	10%		

EXTRA WORK

The Parties may agree to have the Contractor complete work not specified within the SOW (“Extra Work”). Hourly rates for such Extra Work shall be \$120 per hour with an additional \$60 travel fee. Prior to commencing Extra Work, the Contractor shall provide the City with an itemized estimate, including estimates for time and labor. Additionally, the Contractor must secure the City of Huntington Park’s written authorization to complete Extra Work prior to commencing such work. The City will not be liable for payment related to any Extra Work completed prior to securing the City’s written authorization. It is understood by both Parties that oral requests and/or approvals of such Extra Work or additional compensation shall be barred and are unenforceable. The executed written authorization for Extra Work shall be considered an addendum to this Agreement.

However, the City is under no obligation to provide the Contractor the opportunity to complete any Extra Work. The City reserves the right to select any service provider, including the Contractor, to complete Extra Work.

4818-0522-2211, v. 1

ATTACHMENT "C"

Proposal for Information Technology Support Services



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*

Issue Date August 29th, 2016

From:

LAN WAN Enterprise IT Solutions

Rami Dababneh

17500 Red Hill Ave. Suite 120, Irvine, CA 92614-5680, USA

Corp: +1(888)955-2451

Email: Ramid@lanwane.com

Deliver to:

City of Huntington Park

Procurement Services Division

6550 Miles Avenue. Huntington Park, California 90255

Attention: Art Cueto, Senior Analyst

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Cover Letter

At LAN WAN Enterprise (LWE) we understand that all institutions, be public, private or academic have unique and distinct requirements and challenges, these requirements and infrastructure, each require hands on approach to maintain a grade A level Information Technology (IT) infrastructure.

LWE is second to none when it comes to the maintenance and upgrades of IT systems. our expert team of Project Managers, Network Engineers and forensic specialist's emphasis the need to protect and secure systems with 99.9% Service Level Agreement (SLA) up Time.

The team is knowledgeable in integration of IT Systems and more importantly the design, implementation and security of the networks.

In addition, our approach will allow to successfully integrate IT across every aspect of network systems for City hall and the Police Dept. along with providing City staff with the right technology tools to raise productivity. This is accomplished by streamlining IT and communication processes between Depts., taking into account the highest level of security.

Our Company is cognizant that any public, private or academic entity has specific needs tailored to their own goals and policies.

LWE is familiar and very knowledged and experienced relative to the needs of the City of Huntington park, we have addressed all the challenges faced by the City of Huntington Park including issues that have arisen in the Police Department, LWE in Huntington has been there and done that . The challenge is not only providing the right solution; it is important to provide the most cost effective solution that reduces management overhead.

We proven at LWE over and over that when challenges have arisen at the City of Huntington Park that we can resolved all those challenges at a reasonable cost in a very timely fashion.

LWE is a distinguished professional IT firm that can serve all the needs of the City of Huntington Park, and finally LAN WAN Enterprises is a proud Certified Woman Business Owned (WBO) and this encapsulates the identity of our firm.

1. Company Profile and Qualifications

A. Company ownership

Incorporated in California, August 02, 2002

B. Location of company offices

HQ: 17500 Red Hill Ave Ste 120, Irvine, CA 92614

C. Location from which your firm will provide service to the City

Staffing will be provided onsite service at the City Hall \ Police Department, and remote support will be conducted from the company's HQ office.

D. Number of employees both locally and nationally

15 Employees

E. Point of Contact

Rami Dababneh

IT Director

RamiD@lanwane.com

17500 Red Hill Ave Suite 120, Irvine, CA 92614

O:(949) 955-2451

C:714-393-2264

F. Company background

LAN WAN Enterprise is a complete technology solution provider. We are 100% committed to making sure our clients have the most reliable and professional IT service in Southern California. Our team of talented IT professionals can solve your IT nightmares once and for all.

Here's why so many businesses depend on LAN WAN Enterprise for complete IT services and support:

- Longest proven running networks
- Longest track record of security systems going without failure
- Technicians trained in all fields of IT
- Same day response time guaranteed

- Partner integration with our clients
- Most Creative solutions in the industry

We at LAN WAN Enterprise are proud to say that we have not only been a compelling source of IT solutions within the last two decades, but have also been a high caliber company - staying ahead of the technology curve, and being the best at what we do. For LAN WAN Enterprise, our attitude is to give the best we can; not just for the satisfaction of our clientele, but also the satisfaction that we are the best we can possibly be and therefore the finest in our field services and our work.

G. Length of time providing services

14 Years

H. DUNS number

Redacted

I. Resumes for key staff

Please see Exhibit-A

J. Bank of record

Bank of America

Address: 17430 Brookhurst St, Fountain Valley, CA 92708

Attached Exhibit-B

K. Federal Tax ID

Redacted

L. Contractual failures and/or investigations

Not applicable. No contractual failures or civil/criminal investigations.

2. Staffing

Rami Dababneh

- A. IT Sales & Marketing Director
- B. *Professional licenses or certifications (See resume for more details).*
 - i. *Master of Business Administration*
 - ii. *Graduate Cert. in Project Management*
 - iii. *Bachelor degree in Computer Engineering*
 - iv. *PMP Certified – Project Management Institute*
 - v. *MCSA 2012*
 - vi. *MCITP Enterprise Administrator 2008*
 - vii. *MCITP Server Administrator 2008*
 - viii. *Microsoft Certified Systems Engineer 2003*
 - ix. *Microsoft Certified Systems Administrator 2003*
 - x. *Microsoft Certified Professional (MCP)*
 - xi. *Citrix CCSP 2012*
 - xii. *Cisco Express Foundation*
 - xiii. *Cisco Sales Expert*
 - xiv. *Star2Star Advanced Configuration Certified*
 - xv. *Criminal Justice Information Services Certified*
- C. *Length of employment: 10 years*
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Nezar Oweis

- A. Senior Network Systems Engineer
- B. *Professional licenses or certifications (See resume for more details).*
 - i. *CSSP*
 - ii. *CSSA*
 - iii. *MCSE*
 - iv. *MCSA*
 - v. *Apple CSP*
 - vi. *MCTS*
 - vii. *CCEA*
 - viii. *MCITP*
 - ix. *IBM*
 - x. *Server+*
 - xi. *CDIA+*
 - xii. *3Com*
 - xiii. *CCA*
 - xiv. *Netware CNE*

- xv. *Netware CAN*
- xvi. Criminal Justice Information Services Certified

- C. Length of employment: 9 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Joseph Dawaher

- A. Service Manager
- B. Professional licenses or certifications (See resume for more details).

- I. Certified Sonicwall Security Professional
- II. Certified Sonicwall Security Administrator
- III. Cisco Certified Network Professional(CCNP) -Security
- IV. CCNA-Voice
- V. CCNA-Security
- VI. Cisco Express Foundation for Field Engineers.

- C. Length of employment: 5 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Jesse Rich

- A. *Network Engineer*
- B. Professional licenses or certifications (See resume for more details).
 - a. VMware VCP6-DCV
- C. 6 Months
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Dave Miller

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
 - I. MCP
 - II. MCSE
 - III. CCNA
 - IV. CCNA-Voice
 - V. S2S VoIP
 - VI. Criminal Justice Information Services Certified

- C. Length of employment: 1 Year
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Ray Haddad

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
 - I. ICC-CEI
 - II. MCP
 - III. MCTS
 - IV. S2S VoIP
 - V. Ubiquiti Wireless
 - VI. Azure

- C. Length of employment: 10 Years
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Afraim Sedrak

- A. Network Systems Administrator
- B. Professional licenses or certifications (See resume for more details).
 - I. CISA
 - II. MCSE + Messaging
 - III. MCSA + Security
 - IV. MCDST
 - V. MCDBA
 - VI. MCT
 - VII. MCP

- C. Length of employment: 4 Year
- D. Resume – Please see Exhibit-A
- E. Irvine, CA

Randy Peek

- A. Network Systems Administrator
- B. Professional licenses or certifications
 - i. Criminal Justice Information Services Certified
- C. Length of employment: 4 Years

- D. Resume – Please see Exhibit-A
- E. Irvine, CA

3. Subcontractors

A. Work to be sub-contracted

No work is planned to be sub-contracted to accomplish any tasks or projects.

4. Financial Statements

A. Current Financial Statement

Please see Exhibit-C

5. References

Reference#1

A. Client name and address.

- City of Bell Gardens- City hall 7 locations
- 7100 Garfield Ave, Bell Gardens, CA 90201

B. Name, title, and telephone number of a person we may contact

- Phil Wagner , City Manager
- Phone: 562-806-7702

C. Brief description of services provided

- Took over the network from a former IT in 2006, Assess the entire network for all 7 locations and rebuilt it, we have stabilized the network from being down once

a week, to an SLA of 99.99% uptime. Improved productivity, security and speed.
Saved the City over \$60,000 in one year.

D. Length of time Offeror provided these services

- 10 years

Reference#2

A. Client name and address

- Bell Gardens Police Department
- 7100 Garfield ave, Bell Gardens CA 90201

B. Name, title, and telephone number of a person we may contact

- Robert Barnes Chief of Police
- Tel# 562-806-6700

C. Brief description of services provided

- Implemented a security assessment at their site including penetration tests , and evaluated the level of security. Created an improvement plan and implemented action plan to tighten the security at the police station .

D. Length of time Offeror provided these services

- 6 years

Reference#3

A. Client name and address.

- Four-D College
- 1020 E Washington St, Colton, CA 92324

B. Name, title, and telephone number of a person we may contact

- Linda Smith, Founder

- Phone: 909-783-9331

C. Brief description of services provided

- Stabilized the network after being asked to do assessment to the network , finding out our penetration test in their network has failed ,we took over the account and have done so many improvement in the IT network, we have brought the school’s IT infrastructure to the next level , we have built their Data-Center and improved the network efficiency and speed 20 times.
- Improved all Student labs across all campuses from 10\100Mbps to 1000Mbps.
- Utilizing state of the art technology solutions , the college Benchmarked against its competitors

D. Length of time Offeror provided these services

- 4 years

Reference#4

A. Client name and address

- City of Wildomar
- 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

B. Name, title, and telephone number of a person we may contact

- Gary Nordquist, City manager
- 951-677-7751

D. Length of time Offeror provided these services

- 4 years

To name few of our valued customers:

<u>Customer Name</u>	<u>Approx.# of users</u>
1. Bell Gardens City Hall, Los Angeles	100 Users
2. Bell Gardens Police Department, Los Angeles	110 Users
3. Huntington Park City Hall, Los Angeles	135 Users

4. Huntington Park Police Department, Los Angeles	90 Users
5. EMI Express Manufacturing, Santa Ana, Hong Kong & China	500 Users
6. Costa Mesa Sanitary District, Costa Mesa	25 Users
7. CIM Group Anaheim and Texas	30 Users
8. DLJ Produce Long Beach and Fresno	30 Users
9. Casco Equipment Riverside and Sacramento	50 Users
10. Davis Farr LLP, Irvine – California	50 Users

More references and additional details are available upon request

6. Approach to the City's Engagement

Staffing

Single Point of Contact POC \ Project Manager

Rami Dababneh, MBA, PMP Senior IT Manager

RAMI DABABNEH is a Senior Project Manager and the Director of sales and Marketing for LAN WAN Enterprise. In this role, RAMI DABABNEH leads all aspects of Project Management including initiating, Planning, Executing, Monitoring & Controlling and Closing of several projects at LAN WAN Enterprise

Ray Haddad (Onsite Technician to support City Hall Network)

Position : Network Systems Administrator

Afraim Sedrak (Onsite Technician to support The Police Department Network)

Position: Network Systems Administrator

In addition, Team members indicated in 2. Staffing will also be supporting the city remotely and onsite.

Scope of Work

LAN WAN Enterprise is a fast-growing provider of value-added systems consulting & integration, networking, and lifecycle information systems services. Through our leading-edge focus, LAN WAN Enterprise develops

partnerships with customers and vendors alike to achieve highly customized technology integration, implementation, and support solutions.

LAN WAN Enterprise designs, implements, and manages complex information systems solutions, and delivers these systems with Quality and Customer Satisfaction as a critical-success metric. LAN WAN Enterprise' goal is to help customers maximize their information systems investments in order to provide core-business competitive advantage by maximizing end-user productivity.

LAN WAN Enterprise will provide support, training, implementation for all items mentioned in Section R REQUIRED SCOPE OF WORK in the RFP in addition to provides technical analysis, consulting and professional/engineering/outsourcing services in:

- Local Area Network infrastructure, integration and support
- Wide Area Network analysis, integration and support
- Help Desk / Support Services Process Re-engineering
- Project Management
- Voice over IP Systems.
- Low voltage cabling

LWE provides technical support and network engineering services that are customized to support business operations. LWE provides long term network maintenance and support services to small and Mid-Size businesses where a full time network administrator is not warranted. LWE is able to structure a maintenance contract that fits budgetary requirements while still providing onsite and remote support services to keep the network operating reliably. LWE's support and maintenance services are intended to keep costs down, by managing the amount of time that is required to keep the network well-tuned and operational. The net annual costs are usually less than the salary and benefits of a full time IT Staff. This service allows our clients to meet their objectives of maintaining a reliable network.

It is anticipated that all technicians work will be performed at client's facility both main location, City hall at 6550 Miles Avenue Huntington Park, CA 90255 and Police Department at 6542 Miles Ave, Huntington Park, CA 90255 , in addition to 5 satellite offices , namely Perez Park, Salt Lake Park, Freedom Park, Public Works and Community Center . LWE will support all Equipments indicated in ADDENDUM #3 issued Sep 8th 2016 Emailed by Art Cueto on Sep 8th 2016 .

City of Huntington Park is seeking the assistance of a network support firm to provide onsite and remote technical support.

LWE will utilize a combination of onsite (Sites mentioned above) and remote management tools to support the users and the network at the City of Huntington Park City hall, Police Department and all remote sites mentioned above in this proposal .

LAN WAN Enterprise will support all items mentioned in Section R REQUIRED SCOPE OF WORK in the RFP excluding item# R.4 Thin Client along with the below services:

- **System Administration:** LWE will provide administration services to include all servers, user accounts, LWE will perform all of the regular server maintenance items that are required for a reliable network. LWE will update operating system software patches to ensure system performance and integrity.
- **Network Administration:** LWE will support all network devices such as routers and Internet access, firewalls, and monitor network performance.
- **User Account Administration:** LWE will manage all user accounts to ensure proper access to network resources for local users and remote users.
- **Desktop Support:** LWE will support all computer workstations, and laptop. LWE will troubleshoot hardware and software related problems, and manage system warranties.
- **User Support & Training:** LWE will respond to user issues, and resolve all technology related problems. LWE will also train employees as needed to ensure full utilization of the available technology.
- **Virus Protection:** LWE will monitor virus definitions on a daily basis. The updates will be pushed out to the users. Regular virus protection updates are required to ensure that the network is safeguarded against malicious attacks.
- **Firewall Maintenance:** LWE will maintain the integrity of the firewall by conducting regular audits. LWE will also develop a firewall upgrade path that is cost effective, while providing greater security.
- **System Backup:** LWE will maintain the current backup systems and provide suggestions. LWE will configure a backup system to automate the backup process. Backups should be done daily. LWE will also suggest a disaster recovery plan, to ensure that the data is recovered quickly.

During our various years of experience, we developed some very specialized skills that allow us to fully support diverse customers. Such support includes, but is not limited to:

- **Government Software such as**
 - CAD
 - JDIC
 - FBR
 - RMS
 - Vision Mobile
 - Palantir
 - VeriPic
 - ALPR
 - Smart Justic
 - BlueCheck
 - AudioLog
 - Scene PD
 - Vantage Point (GIS System)

- TMS
- ePCD
- CrimeView
- Coplink
- CLETS
- **Microsoft Products**
- **Virtualization**
- **Network stability**
- **Email solutions**
- **Cloud solutions**
- **VoIP Systems**

7. Demonstrated Capabilities

A. Fully discuss your demonstrated capabilities within directly relevant engagements. Please provide a comprehensive discussion around the issues of size, team dynamics, process, technologies and industries.

At Lan Wan Enterprise we have rich experience working with Local government and Law Enforcement agencies, we understand the need and strive to maintain a state-of-the-art IT infrastructure for all of our clientele. The challenge of keeping users' data safe and secure been our daily routine and the reason behind our continues success in the IT world.

To demonstrate our capabilities, the best example we can use is the work we have done to the city of Huntington Park, in both the City Hall and the Police Department.

We have been serving the City of Huntington Park since the year of 2014, at that time the network infrastructure was outdated and needed immediate actions to take place. Servers were outdated lacking security patches for over a year, Servers hardware were out of support, incompatible Mail Server was in use, insecure and low storage space for data, no security patches were installed for more than a year on workstations, slow internet speed, slow connections between the city hall and the remote sites. Firewalls didn't have their firmware updated for over a year as well. In addition to the weak physical security of the servers.

To make things work the right way we set a plan for improvements to bring the network infrastructure up to the standards. The improvements process started at the City Hall server room expanding to city parks and public works, delivering a state-of-the-art 2FA project recently at the police department to help the PD stay compliance with DOJ requirements.

During this period up to the moment, the network infrastructure in general had gigantic improvements in speed, performance and over all network stability. These improvements were accomplished in multiple phases seamlessly and budget friendly.

To best demonstrate our capabilities, we are going to go through the improvement process that we helped the City of Huntington Park with:

Our improvement strategy focused on 3 main key areas that had the biggest impact in maintaining the stability and the security in network.

- 1. Building a secure and reliable infrastructure:** The perfect recipe to have a stable network comes building a healthy network infrastructure. Because the infrastructure at the city was too outdated, we had to rebuild the whole network from scratch. Users were affected daily by the slow response of the servers so we started by building powerful servers tailored to the needs and the budget of the city. We upgraded the servers' hardware, we also upgraded the operating system to the latest OS, we went through every possible solution to make a better use of the exciting hardware. New Firewall appliances were purchased by the previous service provider but were not installed, so we removed the outdated appliances and implemented the new once. We also implemented a new Email server, a new file storage server, a new printing management server, we secured the wireless network all over the city hall to eliminate any risk. We setup a new backup plan to make sure our servers are backed up on daily basis, having backup retention up to 21 days. The server room at the City Hall turned to be the main data center that serves the City Hall users in addition to the users at the remote sites and Public Works. This server room become a piece of art having a secure rack cabinet keeping all new servers safe and secure. When we felt that the Police department is being targeted with huge amount of spam and ransomware Emails, we immediately secured every single workstation with a top security anti malware software in addition to implementing the best available Spam filter and Email security appliance available in the market. Lan Wan Ent. also donated a backup server to the Police Dep. to help making sure that users data are all safe and secure.
- 2. Delivering the best possible Performance:** After delivering a great reliable infrastructure we moved to the second phase of our strategy by delivering the top-notch performance to every single user at the City of Huntington Park. We setup a secure connection for remote users using the latest encryption "VPN" technologies. We upgraded the connection between the remote sites and the City Hall to the latest technology of Point to Point 5G Microwave connection, which not only delivered a way better performance but also helped cutting the cost of the old slow rusty data connections. Today the City of Huntington Park maintains the best dollar value for the performance users receive. We upgraded some switches at the police department to have a best user experience possible.
- 3. Monitoring the network:** Our network management tools will be always monitoring your network including inventory and making sure all updates are installed, scheduled virus scans are performed on time. Our disaster recovery plan includes a whole disaster recovery solution which includes a full system backup stored on a network storage box placed in BBARWA's location, to insure faster restore process. There is always an option for BBARWA to have a business continuity plan on the cloud that can be discussed later.

B) As you consider this engagement, and in the context of your answer to the previous question, highlight the potential for things to go awry. What might they be and what suggestions do you have for mitigating the possibilities that you have identified?

We highly recommend having Barracuda mail filter at the city hall to add more protection to eliminate spam and protect the users from any ransomware attack. Also the firewall at the city hall is not providing the highest level of security, that's why we highly recommend upgrading the Firewall to Cisco ASA with firepower. Off-Site backup is as important as having on-site backup so we also recommend considering having an off-site backup to accomplish a full disaster recovery plan to protect the data 100%.

c. What does your firm need from us early in this relationship in order to establish the framework for a successful engagement?

Being the existing IT Firm that serve the City, our firm has all the information and knowledge needed to continue serving the city

D) What communication strategies have you previously employed? What makes for optimal communication alignment?

Lan Wan Enterprise has collaborated multiple services to make sure that our clients are always supported 24/7 Onsite and Remotely as well.

For non-emergency requests you can always submit a ticket to our Service Desk Automation Service "AutoTask", all tickets are documented including communication logs and response time. Your assigned employees will have access to the system to check the real time updates on all service requests created and corresponding resolutions.

In case of Emergency our technical staff is always ready to support COHP's technical needs, For Emergency requests including after hours support, you can dial our 24/7 Hotline at (714)408-2641, your call will be answered by our NOC Help Desk. If On-site emergency help needed after hours a technician will be on COHP's site within a maximum 1 hour.

Improvements in the network the past 2 years

Just to name few improvements LAN WAN Ent. Has implemented at the City hall and Police department :

Replace DSL Connections in all remote sites with a Wireless Point to Point and saved the City \$25K every 3 years

- Improving employee productivity and efficiency
- Increased Bandwidth
- Lower cost (The Saving for 3 Years \$25,416.00)
- ROI point to point wireless bridges provide. On a 100Mbps Full Duplex wireless link the typical ROI is about 20 months.

Police Department had no full back up in place

LAN WAN donated a backup server and immediately implemented a successful backup system and performed a full backup jobs for all servers.

Replacing old DVR

Reconfigure the DVR to utilize an existing (yet not functioning) feature of Fault Tolerance, as it has not been configured by the integrator at the time the system was being put together, which make the system vulnerable to loss data.

That system is monitoring the PD 24/7 including the Jail which is very important to comply with the regulations to have it running all the time.

Upgraded to Barracuda Security Appliances to protect the PD along with a L# Switch for the PD

At the PD we have recommended and add Barracuda mail security system to protect the PD which did detect and isolate some serious viruses like the ransom ware at a rate of 3-5 per week in addition to all the other threats being blocked.

Also installed and configured a layer 3 switch to enhance the backbone communication and routing which have enhanced the overall performance of the network throughput compare the an old switch that was failing causing the network to malfunction at a rate of 2 times per month.

Upgrade switches 100-1g

At the PD The switches were 100 Mb/s and those have been replaced with 10 times faster switches 1000Mb/s ones to improve the performance of all the network communications.

Terminal server, no VPN connection, remote access

At the PD started to incorporate the latest VPN Client to ensure the most secure connection for communication over the internet.

No space to store data, More storage now 250Gb 7TB.

At the PD added more storage as SSD to increase the performance not only the capacity, while started to archive old and unneeded data to create free space with what we have already.

Antivirus outdated & expired

At the PD Installed Antivirus on all servers/ Computers and maintained it up-to-date

Firewall firmware and security was outdated. Open ports (Unsecured)

At the PD Firewall has been updated to the latest firmware and another one reached the end of life and needs to be replaces

No windows update for over a year.

At the Police Department Servers, workstations and applications are up-to-date where we schedule the updates that can be performed without interruption to the police operations during regular administrative regular hours, and all the other updates that are expected to interrupt the system we schedule them with the Police team and dispatch to be performed during less activity hours in a window of night time where our engineers perform the updates and test the systems to make sure everything is working to the best it should be.

City hall had 3 different backup sets scattered in 3 locations – Unsecured

LAN WAN Implemented a centralized Backup System in the City hall

Servers physically unsecured

Bring the Data center for the Server up to the standards and physically secured the servers for authorized access only .

Old Surveillance Camera system

Upgrade to new Surveillance system, migrate to IP cameras

VPN Site2Site was not secured

Sites are fully secured with high security measures

Windows XP computers end of life support

Upgrade all machines to Windows 7 before the end of life support for Windows XP .

No Power Backup

Implemented a new Un-interrupted power supply with run time of around 2 hours to eliminate any sudden shut down for the data center and therefore eliminate server failures.

8. IT Security

- A. LAN WAN is able and will continue to provide analytical data from infrastructure analysis. Based on that data, recommendations will be made to close the gap of where the city is and wishes to be in regards to the infrastructure. Risk assessment and impact will also be provided and detailed according to current and planned improvements.
- B. Incident management can vary on a case by case basis, but follows the same general guidelines. In the case of a security breach, our first response is to identify and isolate the source of the breach and any collateral damage. This is followed by a forensics approach to gather data to identify the source of the attack as well as the vulnerability or exploit that allowed the attack. Infrastructure and application logs are a critical part of this approach in identifying the source. Data Forensics is also an important part of the process in order to find all affected aspects of a breach, to ensure complete recovery and eradication of any damages. Once all aspects of the breach have been identified the next step is to recover any data or systems affected, and develop a patch to correct the vulnerability that allowed the breach. Further performance of a penetration test or vulnerability scan to look for any other weaknesses in the infrastructure is highly recommended as a last step.
- C. The need for cyber forensics is generally only needed in the case of misuse of systems in some form. Our approach to cyber forensics is first, to configure systems in such a way to prevent misuse of systems, both from internal and external threats. In the case an incident does occur, the more data surrounding the incident, the better the results from investigation. Keeping this in mind, we configure and maintain auditing and logging in many forms such as SNMP, Syslogs, and AD Events. These sources can be used to help identify the source of misuse and all affected aspects of the incident. Our capabilities for data forensics include the location of data in hidden locations and unallocated disk space for copies of deleted, encrypted, or damaged files. LAN WAN also provides forensics in response to breaches and malware. In that scenario, full discovery of affected systems is preformed to find the scope of attack. Analysis is then run on each individual system to find intention and action preformed during the incident. This can be done in many ways including but not limited to, using audit trails, investigating file integrity, code auditing, and using syslogs. Our protocol can be broken down and simplified into 5 principle steps: Identify, Isolate, Investigate, Recover, Remediate. Another thing to consider during this process is the maintenance of the original data for use in future legal proceedings, or litigation.
- D. In order to be effective in defending against today's security threats, one must stay in touch with the development of the newest vulnerabilities. LAN WAN is able to stay abreast and up to date in this area by staying in touch with the security community. Vendor and manufacture support is vital in this arena.

Many vulnerabilities that surface today are vendor specific, and must be patched by that vendor to protect from new threats. LAN WAN stays in touch with each vendor differently. For example, Cisco is able to provide custom feeds to LAN WAN based on deployed equipment and software versions of that equipment for security vulnerabilities and bugs that may soon lead to vulnerabilities. This allows us to take immediate action once a vulnerability has been discovered to remediate and patch systems, before an incident occurs. As a business on the leading edge of security, we cannot rely alone on vendor cooperation however. Vendors are often late to the game when it comes to patching software, or discovering vulnerabilities. Threats known as Zero-Day attacks are particularly dangerous. These are vulnerabilities that have been discovered, but not known or patched by the vendor. In order to become aware on developing threats like this, we also stay involved with multiple security communities, blogs, and forums. Sources such as Dark Reading, Security Week, Common Vulnerabilities and Exposures (CVE), U.S. National Vulnerability Database (NVD), the SANS Institute, and Threatpost are vital to staying on top of IT Security.

Fully discuss how your firm, as a vendor, stays in touch with the broader security community and abreast of such developments.

E. Will you be running intrusion detection or intrusion protection on the City's network?

As noted in Section 7(b), we recommend upgrading the current firewall solution to utilize a Cisco ASA firewall appliance in conjunction with its Firepower services. This service allows for intrusion detection and prevention and global malware detection. It also offers services that can tie every network flow to a specific user and can control content that is viewed on the internet as well as applications that are allowed to communicate on the network.

F. Update recommendations to firewall hardware and software vary by deployment, but a few general recommendations can be made. First, neither hardware nor software should be used in production after End of Life (EOL). Software generally should be updated on a quarterly basis, unless a security vulnerability has been identified in the current version. In the case of a known vulnerability, immediate remediation by patching is highly recommended during the next maintenance window. Hardware should be updated based on available feature sets, and performance. This lifecycle can be set by the customer's needs, and varies greatly. The one commonality, as previously mentioned, is the need to update once hardware enters an End of Life status.

G. The City views security as a shared responsibility. As such, discuss your insurance coverage in the event of an IT security breach.

LAN WAN Enterprise has a Cyber insurance.

9. Disaster Recovery

LAN WAN has implemented various forms of Disaster Recovery in the past, and each one is unique to the customers' needs and budget. An emphasis can be placed on cost, maximum availability, and maximum protection. Cost is the first thing to consider as it will affect both availability and protection options available. Availability is the second consideration when planning for disaster recovery. If backups are stored offsite in safe locations such as Iron Mountain, recovery can be completed by restoring backups to new hardware in case of disaster. This of course would take a long time, and rate low on the availability scale. On the other hand, technologies like Fault Tolerance have absolutely no down time in the event of hardware failure, but servers must be relatively close with low network latency, which rates high for availability as there is 0 downtime, but low on protection, as a natural disaster could destroy multiple servers in a given area. For many customers finding a balance between cost, availability, and protection is a challenge.

One hybrid type deployment that works well for many customers, is deploying a two-tiered approach. This utilizes on site hardware to protect for smaller incidents, such as hardware failure to provide no downtime environments. To protect from larger catastrophes, an offsite copy can be stored in a safe place. Depending on availability requirements, this can be a cold backup copy stored offsite, to a hot copy, constantly replicated and up to date, running in the cloud. This would allow failover to a server running in the cloud, within minutes, instead of days that it may take to restore from offsite backup.

To satisfy a near perfect 100% uptime for the city, it is recommended that technologies like fault-tolerance and high-availability are in place. This would allow for minor failures in the infrastructure to go unnoticed by staff, as uptime would remain constant regardless of the failure. These technologies would be utilized within existing technologies the city relies on, such as VMware and Hyper-V resulting in low cost and immediate results.

To protect from larger catastrophes, the city can utilize offsite cold stored backups, hot backups in the cloud, replicated virtual machines, or a combination of other options based on the budget of the city.

LAN WAN has an excellent track record finding solutions that meet customers' needs to satisfy both budgetary and practical requirements, and has proven itself in recovering from various types of disasters.

10. Service Level Agreement

- A. Given the City's existing IT infrastructure and proposed scope of work, please provide a comprehensive discussion as to the service model and/or service level agreement (SLA) that you feel most appropriately meets the City's operational needs. This should include the number of hours provided per week of on-site support service for both the City and the Police Department.

Service Level Agreement SLA :

LWE will utilize a combination of onsite services, remote monitoring, and remote support, to fully support City of Huntington Park\ Police Department network, while maintaining control over costs. It is estimated that \$7000 per month of service with these hours being offsite (Remote Monitoring) and onsite (Onsite Support) in order to maintain the reliability and integrity of the City of Huntington Park network, while providing a reasonable level of response time to user (City of Huntington Park) problems.

A.1 Onsite Support.

LWE systems engineers will be onsite as follow:

City hall: **24 hours a week**, 3 days a week, 8 hours/day , , at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

Police Department: **36 hours a week**, 5 days a week, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

A.2 Remote Monitoring: 24\7\365 for City hall and Police Department

LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:

- Daily check of system Backup logs
- Monitor Health of the servers
- Monitor health of the firewall
- Monitor health of the Router
- Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

A.3 Remote Support.

In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offer City hall and Police department a total of **8 hours** of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of \$120\hour + traveling fees of \$60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned in A.1 , A.2 and A.3 (1.Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at \$120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

B. What is the basis for your recommended service model? Specify if your recommendation is based on experience on previous similar engagements, technical best practices, staffing experience, etc.

Based on our existing experience supporting the City and Police Department, after all the improvements LAN WAN has done in the network which led to a tremendous increase of the complexity level for both networks, LAN WAN Enterprise believes that in order to fully support both networks, existing onsite hours are not sufficient , and we propose an increase of the onsite hours .

C. Describe the type of off-site support services included in the service model (i.e. Legitimate Network Operations Center, Security Operations Center, etc.).

Lan Wan will provide 24/7 hotline to support the police department after working hours and over the weekend, to fully support the users for any emergency requests, there will be no additional

D. Describe how your firm will facilitate a transition plan from the existing service provider in the event that the City selects a new vendor.

No need for transition plans since we are the existing IT Firm supporting the agency currently.

E. You are encouraged to include any additional tasks or services not included or identified in the Scope of Work, or propose modifications to the Scope of Work that you feel are necessary in order to provide the services specified in this RFP. Clearly state the reasons why these tasks or services are required, and include their cost as “Optional Costs” in the Cost Proposal.

VOIP Solutions

Existing phone system has an end of life support, and few incidents happened that brought the city’s phone system completely down for couple of days , and that caused a disrupt in business in additional preventing residents to contact city employees . in addition, it cost the City over \$5K to bring the system backup up.

Having a VOIP System will raise the effectiveness of communication for city hall employees in addition to the officers at the Police Department allowing them to be on top of communications, in addition to taking advantage to the below features:

- Business Continuity & Disaster Recovery
- Communications Quality Guarantee 99.99% up time
- Highest Quality & Reliability
- Integrated Communications & Analytics
- Most Complete, Flexible, & Hybrid Unified Communications Solution
- Professional Installation and Ongoing 24/7 Support
- Free Next Day Business Parts Replacement & Software Updates
- 100% Money Back Guarantee
- 30-Day Money Back Guarantee If Not Satisfied
- History of Over Four Years of 100% Uptime
- Business Continuity & Excellent Call Quality

Access Points

The access point in the PD needs to be mounted to gain better signal and coverage area. (The PD wanted to coordinate that with us to get it done)

Business Continuity

The City and the PD are the Entities that are required to manage emergencies, which in turn require that the Information technology systems/ communication system to work through and beyond emergencies and challenging time. Continuous evaluation for the PD Information Technology system and strategically plan for emergencies including long term planning keeps it up-to-date during the age of technology where changes in technologies, compliance requirements especially for public safety agencies are changing rapidly.

More hours to support users with the workflow

The Fact that the City hall onsite hours are insufficient to support the complexity of the network for the main site and all satellite sites, in addition Police Department operates 24/7 there is a need to more extended hours to support the operations which help making sure the both networks are maintained properly , taking into consideration that Police Department three shifts every day and also taking in consideration the accommodation needs to be made to apply changes and updates while the systems the PD depends on should be functioning all the time or at least minimizing the down time to the least possible.

Also the intensity of technology used in the PD and the complexity of the Information technology infrastructure require more hours to be well maintained and operated.

11. Other

12. Pricing

A. Your firm’s proposal must include all pricing information relative to performing the IT support services enumerated in this RFP and consistent with your proposed service model detailed in your recommended SLA. Any cost for an additional service not specified in this RFP but that you feel are required to maintain the performance of the City’s IT infrastructure must be shown separately as an additional cost. All other costs including any indirect costs or reimbursable expenses must also be shown separately.

1. Onsite Support.

LWE systems engineers will be onsite as follow:

City hall: **24 hours a week**, 3 days a week, 8 hours/day , , at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

Police Department: **36 hours a week**, 5 days a week, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. In addition to the onsite service, LWE will monitor the network remotely, as described below.

2. 24\7\365 Remote Monitoring for City hall and Police Department

LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:

- Daily check of system Backup logs
- Monitor Health of the servers

- Monitor health of the firewall
- Monitor health of the Router
- Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

3. Remote Support.

In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offer City hall and Police department a total of 8 **hours** of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of \$120\hour + traveling fees of \$60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned above (1. Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at \$120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

Additional Commitment Items By LWE

To show commitment to the City, LAN WAN Enterprise will go above and beyond the scope of work and offer the below bonus items with no additional charge which will add tremendous value for the City and police department in addition to improve the current infrastructure:

BONUS ITEM #1 : LAN WAN Enterprise will configure, install and implement a new state of the art VOIP phone system and new phones to help improve the communications in both the city and police department with no additional monthly cost nor up front cost (excluding onetime porting fees), LAN WAN will offer the city the new phone system and phones along with the monthly service and usage for the same monthly cost the city currently pays for their malfunctioning existing phone system thru their current phone provider vendor (ATT) .

LAN WAN Enterprise will save the city thousands of dollars due to break\fix of the existing malfunctioning phone system , the last incident cost the city over \$5K to bring the system backup up , with our offer , there will be no additional maintenance cost aside from the monthly cost the city pays , which we will match .

LAN WAN has implemented the same phone system for several private and public sectors ,for instances City of Bell Gardens City hall and Police Department, LAN WAN have shown a tremendous success during transition in addition to the superior call quality and advanced features that city employees are taking advantage of .

BONUS ITEM #2

LAN WAN Enterprise will guarantee to maintain the same monthly service contract cost and will not propose any increase for the life of this contract (3 years) no matter how much growth or additions in the network , for instance, adding more servers , computers , new satellite office.....etc. which will help the city keep its budget under control .

BONUS ITEM #3

LAN WAN ENTERPRISE will offer one of our engineers available\Stand By for 4 additional hours every week for the police departments to resolve any user issue that may arise , with no additional cost

Based on the SLA outlined above, the cost to manage the City’s infrastructure will be as follow:

Resource	Task	Monthly Cost
IT Services	outlined in the 10. Service Level Agreement 10.A.1 Onsite Support 10.A.2 Remote Monitoring 10.A.3 Remote Support	\$23,500

Additional engineering services that are beyond the scope of network maintenance and support mentioned in 10.A.1 , 10.A.2 and 10.A.3 (1.Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at \$120.00 per hour rate and \$60 Traveling fees. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

The following events that are not part of Service Level Agreement (10.A.1 Onsite Support\ 10.A.2 Remote Monitoring\ 10.A.3 Remote Support) in the event it can’t be performed during our scheduled working hours for the City hall and Police Department and just to name a few are:

- ❖ Additional engineering services for instance:
 - ✓ Server Down \ Crash troubleshooting
 - ✓ DR (Disaster-Recovery) Services
 - ✓ Servers and security Appliances Failover
 - ✓ Network Down

- ✓ Project implementations

B. Please clearly specify the markup methodology used for products purchased by your firm on behalf of the City.



LAN WAN Enterprise is proud to announce that it has been added to Ingram Micro's 2014 SMB 500. The annual list recognizes the top 500 fastest-growing Ingram Micro U.S. channel partners serving the small and midsize business (SMB) market.

"The channel partners who earned a spot on the 2014 Ingram Micro SMB 500 are growing at rates that are three to four times the channel industry average and well above the channel average for SMB-focused resellers," says Lawrence M. Walsh, CEO and chief analyst of The 2112 Group. "The SMB 500 shows how consistent execution and collaboration with a technology distributor with broad resources and support mechanisms, such as Ingram Micro, results in accelerated growth performance and business strength."

Being recognized as one of the top 500 resellers, our buying power allow us to pass a high discount percentage on hardware and licenses to our customers, our markup percentage is usually between 7-12% .



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 18, 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 PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HdL SOFTWARE, LLC FOR BUSINESS LICENSE SOFTWARE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

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

BACKGROUND

On May 2, 2017, City Council directed City Staff to proceed with a Request for Proposal (RFP) for business license software. The RFP was released on May 19, 2017 and published both on the City website and in the Long Beach Press Telegram. Only one proposer, HdL Software, LLC, submitted a bid to service the City's business license software.

HdL Companies has long served the City in providing Sales and Property Tax Management and Auditing Services, successfully generating additional tax revenue in the amount of \$2.4 million dollars. Implementation of HdL Prime, a powerful enterprise software platform, will offer the City a streamlined process for applications of business licenses, animal licenses, alarm permits, building inspections and other future revenue sources.

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

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

July 18, 2017

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

DISCUSSION

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

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

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

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

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FISCAL IMPACT

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

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

Funds in the amount of \$71,050 is included in the Finance Department's FY 17/18 budget in account code 111-9010-419.43-15. No additional appropriations are required at this time.

CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

A. Professional Services Agreement with HdL Software, LLC

ATTACHMENT "A"

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

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

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

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

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

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. TERM OF AGREEMENT

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

4. GENERAL TERMS AND CONDITIONS

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

5. NOTICE

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

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

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

CITY OF HUNTINGTON PARK

By: _____
Name: _____
Title: _____

HDL

By: _____
Robert Gray
President, HdL Software LLC

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES

1. Prime Software System

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

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

1.3. Implementation

1.3.1. HdL's responsibilities

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

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

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

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

1.3.2. City's responsibilities

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

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

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

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

1.5. Maintenance and Support

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

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

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

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

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

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

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

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

2. Payment Processing Services

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

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

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

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

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

1.5. **City Responsibilities**

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

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

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

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

1.6. **Fees**

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

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

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

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

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

3. SCOPE OF WORK – COMPLIANCE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

3.2.4. Educate businesses on proper reporting practices.

3.2.5. Invoice and collect identified deficiencies.

3.3. City’s responsibilities

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

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

EXHIBIT B - COMPENSATION

1. Prime Software System

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

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

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

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

1.5. **Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, support and shall be due within 30 days of the billing date. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

1.6. **Parcel Data** - HdL Prime includes comprehensive land management functionality. There are three ways to acquire the parcel data.

1.6.1. If the City is a client for HdL property tax services, the parcel data will be provided at no cost.

1.6.2. If the City is not a client for HdL property tax services, the parcel data may be purchased from HdL.

1.6.3. If the City wishes to use any other source of parcel data, HdL can work with the City to create a re-useable import utility. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.

1.7. **Customizing Services** - The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the City.

1.8. **Payment Schedule** – Compensation for the contract amount shall be as follows:

1.8.1. One time project costs and the first year Software Use Fee. 60% shall be due and payable within 30 days of the effective date of the Agreement. 30% within 60 days of the effective date of the Agreement. 10% within 30 days of full system delivery or first production use of the system, whichever comes first.

1.8.2. Travel Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.

1.8.3. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of 60 days after the effective date of the Agreement, and shall be due and payable within 30 days of the invoice date. The software use fee billing cycle can be prorated as needed should the City desire an alternative billing cycle.

2. Payment

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

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

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

4. Professional Services – Compensation

Business Tax Compliance Services

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

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

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

5. Payment

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

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

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

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

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

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

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

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

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, July 18, 2017

REGULAR AGENDA

PARKS AND RECREATION

- 7. Approve Additional Budget Appropriation and Allocation of Land & Water Conservation Funds for the Salt Lake Park Splash Pad Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Authorize additional budget appropriation of \$173,558 to the Land & Water Conservation Fund account #251-6010-451.73-10.**

Item available Monday, July 17, 2017



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

July 18, 2017

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2018

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2017-25, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2017-2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2004, City voters passed Measure L, which replaced the former Lighting and Landscaping Maintenance District with a parcel tax designed to upgrade the City's aging streetlights. The monies received by the Measure L parcel tax pays for debt service, electricity, repair, and maintenance of light fixtures; and landscape maintenance throughout the City.

The Measure L Assessment Levy Schedule places each property owner into one of 40 categories, each of which has a different annual fee charge as shown in Attachment A, Exhibit A. The Measure L assessment levy is collected on the annual property tax bill. The Assessment Levy Schedule is subject to a 3.0% annual inflation increase in accordance with Ordinance 750-NS. The authorizing Ordinance requires that the annual levy and annual operating expense budget be approved by the City Council each fiscal year.

**APPROVE RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON
PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT
FOR FISCAL YEAR ENDING JUNE 30, 2018**

July 18, 2017

Page 2 of 3

FY 16-17 Financial Performance. We began the year with a positive fund balance of \$1,118,972. The revenue goal for FY 2016/17 of \$1,602,198 is based on YTD revenue comparisons through June 30.

The FY 16-17 expense budget totaled \$1,449,037 and with \$1,287,352 or 89% of budgets expended as of June 30, we expect to close the year pretty close to the appropriated amount of \$1,449,037. Based on this projection, the City should add approximately \$133,389 to fund balance, so as not to have any possibility of this fund being subsidized by the City's General Fund. Further, while property tax delinquencies within the Landscape & Lighting District are within the norm (2.8% and 4.8% for the 1st and 2nd installments of FY 16-17, respectively), additional financial flexibility is afforded by positive fund balance.

FY 17-18 Financial Estimates. Wildan Financial Services, which provides our assessment district administration services, has provided a preliminary revenue estimate for the annual assessment levy of \$1,700,000. The approved expenditures consist of 43% of Debt Service, 11% of Electricity, 11% of Light Fixtures Maintenance, 11% of Transfer, 22% of Landscaping Maintenance and 2% of Salaries & Benefits. The table below illustrates FY 2017 Actuals and FY 2018 Adopted Budget.

Measure L - Fund 535	FY 16/17 Actuals	FY 17/18 Budget
Revenues		
Street Light Assessment	1,602,197	1,700,000
Prior Year Revenue	-	175,797
Total Revenues	\$ 1,602,198	\$ 1,875,797
Expenses		
Salaries & Benefits	\$ 24,376	\$ 36,003
Operating Cost		
Debt Service	780,515	813,688
Electricity	153,512	203,000
Light Fixture Maintenance	172,492	201,258
Landscaping Maintenance	156,457	421,848
Transfer		200,000
Total Expenses	\$ 1,287,352	\$ 1,875,797

FISCAL IMPACT/FINANCING

The fiscal impact of Measure L is neutral.

**APPROVE RESOLUTION AND ANNUAL REPORT FOR THE CITY OF HUNTINGTON
PARK STREET LIGHTING, PARKS AND LANDSCAPING SPECIAL TAX DISTRICT
FOR FISCAL YEAR ENDING JUNE 30, 2018**

July 18, 2017

Page 3 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Ordinance No. 750-NS, Section 3-10.08c requires the Finance Officer to file a report with the City Council at least once a year. This report is to contain information on the amount of funds collected and expended as well as information on the status of any project required or authorized to be funded by the proceeds of the charge.

CONCLUSION

A copy of the approved resolution will be provided to the County Auditor and County Tax Collector for collections.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

- A. Resolution No. 2017-25, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2017-2018
- B. Notice of Public Hearing – Proof of Publication

ATTACHMENT "A"

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Section 6. All revenue so collected either on the County Tax Roll or by any other method, shall be paid into the City of Huntington Park Treasury and credited to a special fund, which shall only be used for the District in the manner specified above.

Section 7. The City Clerk shall certify to the adoption of this resolution and shall timely file certified copies thereof with the County Auditor and County Tax Collector.

PASSED, APPROVED, AND ADOPTED THIS 18th day of July, 2017.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

EXHIBIT "A"

EXHIBIT "A"

As specified in Ordinance 750-NS, all Taxable Property shall be subject to an annual Maximum Special Tax in Fiscal Year 2017/2018 as shown in the table below:

Land Use	Total Per Parcel Tax
Auto, Recreation/Construction Equipment, Sales & Service	\$563.88
Banks, Savings & Loans	\$281.93
Bowling Alleys	\$781.60
Cemeteries, Mausoleums, Mortuaries	\$84.91
Churches	\$224.24
Clubs and Lodge Halls	\$448.48
Commercial – Miscellaneous	\$281.93
Department Stores	\$897.00
Food Processing Plants	\$615.04
Heavy Manufacturing	\$281.93
Homes for Aged	\$253.10
Hotels and Motels	\$897.00
Industrial – Miscellaneous	\$448.48
Light Manufacturing	\$672.73
Lumber Yards	\$281.93
Mineral Processing	\$224.24
Mobile Home Parks	\$897.00
Office Buildings	\$281.93
Open Storage	\$448.48
Parking Lots (Commercial Use)	\$253.10
Parking Lots (Industrial Use)	\$253.10
Private Schools	\$224.24
Professional Buildings	\$281.93
Residential with Four Units	\$405.23
Residential with Three Units	\$307.53
Residential with Two Units	\$209.84
Restaurants	\$615.04
Rooming Houses	\$571.78
Service Shops	\$281.93
Service Stations	\$448.48
Shopping Ctr. (Neighborhood)	\$615.04
Single-family Residential	\$112.12
Store Combinations	\$448.48
Stores	\$448.48
Supermarkets	\$897.00
Theaters	\$615.04
Utility	\$28.85
Vacant, Unimproved Lots	\$28.85
Warehousing, Distribution, Storage	\$506.20
Water Recreation	\$781.60
Wholesale and Manufacturing Outlets	\$672.73
AptUnits5More	\$488.49

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

5007732

CITY OF HUNTINGTON PARK
ATTN: JESSIE GOMEZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/09/2017

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 11th day of July, 2017.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

(Space below for use of County Clerk Only)

Legal No. **0010977796**

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Huntington Park City Council will hold two (2) public hearings at the City Council Meeting on **Tuesday, July 18, 2017, at 6:00 p.m.** at City Hall in the Council Chambers, located on the 2nd floor at 6550 Miles Avenue, Huntington Park, California 90255. The public hearings will be for the following:

(1) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION OF DELINQUENT RUBBISH CHARGES (172.54 REFUSE COLLECTION FEES) PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES UNITED PACIFIC WASTE & RECYCLING SERVICES (172.54 REFUSE)

AND

(2) A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REGARDING THE COLLECTION (172.55) LLP SPECIAL DISTRICT TAX AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND ON THE SAME MANNER AS COUNTY TAXES.

General Description:

(1) The City Council of the City of Huntington Park will conduct a public hearing regarding the collection of delinquent fees (Refuse) as a special assessment to be collected at the same time and on the same manner as the county taxes.

(2) The City Council of the City of Huntington Park will conduct a public hearing regarding the collection of LLP Special District Tax to be collected at the same time on the same manner as the county taxes.

Also, anyone objecting to or in favor of the above may appear in person at the above-described meeting or may submit their comments in writing to the City Clerk's Office prior to said meeting. Written comments should be addressed to the Finance Department, City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255.

PLEASE NOTE: If you challenge any portion of the proposed Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

/s/Donna G. Schwartz, CMC, City Clerk

Pub July 9, 2017(1t) PT (977796)

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, July 18, 2017

PUBLIC HEARING

9. **Resolution Authorizing Collection of Delinquent Rubbish Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution.

**THIS ITEM WILL BE REQUESTED TO BE
CONTINUED... TO NEXT CITY COUNCIL MEETING.**