

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, October 17, 2017**

6:00 p.m.  
City Hall Council Chambers  
6550 Miles Avenue, Huntington Park, CA 90255

**Marilyn Sanabria**  
Mayor

**Jhonny Pineda**  
Vice Mayor

**Karina Macias**  
Council Member



**Graciela Ortiz**  
Council Member

**Manuel "Manny" Avila**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

### **Public Comment**

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

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

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

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

### **Additions/Deletions to Agenda**

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

### **Important Notice**

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

**CALL TO ORDER**

**ROLL CALL**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

Presentation on Public Safety: School Zone Safety and Traffic & Pedestrian Awareness

Presentation of Huntington Park High School Modernization Project

**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 RELEASE  
Government Code Section 54957(b)(1)
  
2. 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.

### **FINANCE**

1. **Approve Accounts Payable and Payroll Warrants dated October 17, 2017**

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **FINANCE**

2. **Approve a Professional Services Agreement (PSA) with Lan Wan Enterprise, Inc. for Voice Over Internet Protocol (VOIP) Telephone System Services**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Professional Service Agreement with Lan Wan Enterprise, Inc. for voice over internet protocol telephone system services; and
2. Authorize City Manager to execute the agreement.

### **COMMUNITY DEVELOPMENT**

3. **Resolution Authorization Acceptance and Execution of a Funding Agreement with Metro for Staff Support for the Review of the Recirculated Draft Environmental Impact Report (EIR) / Environmental Impact Statement (EIS) Project**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-33, Authorizing the Acceptance and Execution of a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for staff time pertaining to the I-710 South Corridor Project EIR/EIS Project; and
2. Authorize City Manager or Director of Community Development to direct staff to proceed with the study's implementation.

## **REGULAR AGENDA (CONTINUED)**

### **COMMUNITY DEVELOPMENT (CONTINUED)**

- 4. Resolution Authorizing Submittal of Letter to Caltrans in Response to the I-710 South Corridor Recirculated Draft Environmental Impact Report (EIR) / Environmental Impact Statement (EIS) Project**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-34, Authorizing submittal of letter to Caltrans in response to the I-710 South Corridor Recirculated EIR/EIS Project.

### **PARKS AND RECREATION**

- 5. Authorization and Ratification of Certain Expenditures for the Huntington Park's 2017 Holiday Parade**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize and ratify the expenditures in a not-to-exceed amount of \$55,000 for TV Production, TV Broadcasting and Parade Security for the 2017 Holiday Parade.

### **PUBLIC WORKS**

- 6. Approve Award of Contract to Valley Alarm for Fire and Security Alarm Services**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Valley Alarm for Fire and Security Alarm Services; and
2. Authorize City Manager to execute contract.

## **END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

**ADJOURNMENT**

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

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 12<sup>th</sup> day of October 2017.

  
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Donna G. Schwartz, CMC, City Clerk

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
AARON CRUZ	65053/65410	111-6060-466.33-20	Contractual Srv Class	79.20
	65096/65096	111-6060-466.33-20	Contractual Srv Class	26.40
	65418/65513	111-6060-466.33-20	Contractual Srv Class	184.80
	65418/65513	111-6060-466.33-20	Contractual Srv Class	211.20
				<b>501.60</b>
ADAMSON POLICE PRODUCTS	INV254683	229-7010-421.74-10	Equipment	987.33
				<b>987.33</b>
ADOLFO PACHECO	64950/65265	111-6060-466.33-20	Contractual Srv Class	91.20
				<b>91.20</b>
AFSCME COUNCIL 36	PPE 10/08/2017	802-0000-217.60-10	Association Dues	727.32
				<b>727.32</b>
AIR-TECH ENVIRONMENTAL, INC	35119	111-8022-419.43-10	Buildings - O S & M	1,200.00
	3958	111-8022-419.43-10	Buildings - O S & M	1,900.00
				<b>3,100.00</b>
ALFARO, ERICK	21883-1868	681-0000-228.70-00	Deposit Refund	31.78
				<b>31.78</b>
ALL CITY MANAGEMENT SERVICES	50282	111-7022-421.56-41	Contractual Svc - Other	5,411.41
				<b>5,411.41</b>
ALMA A GARDONA	HP070001458	111-0000-351.10-10	Citations	144.00
				<b>144.00</b>
ALVAREZ-GLASMAN & COLVIN	2017-07-16394	745-9031-413.32-70	Contractual Srv Legal	1,900.50
	2017-07-16396	745-9031-413.32-70	Contractual Srv Legal	3,532.50
	2017-07-16395	745-9031-413.32-70	Contractual Srv Legal	720.00
	2017-07-16398	745-9031-413.32-70	Contractual Srv Legal	3,712.50
	2017-07-16390	745-9031-413.32-70	Contractual Srv Legal	2,402.60
	2017-07-16393	745-9031-413.32-70	Contractual Srv Legal	215.64
	2017-07-16392	745-9031-413.32-70	Contractual Srv Legal	36.00
	2017-07-16397	745-9031-413.32-70	Contractual Srv Legal	1,133.94
2017-07-16391	745-9031-413.32-70	Contractual Srv Legal	1,102.50	
				<b>14,756.18</b>
AMERICAN CANCER SOCITY	64159/64160	111-0000-228.20-00	Rec Deposit-Refundable	2,500.00
				<b>2,500.00</b>
AMERICAN EXPRESS	SFUQDYFTS	111-0110-411.58-22	Jhonny Pineda	905.74
	80259046595	111-0110-411.58-22	Jhonny Pineda	525.00
	5268548722476	111-0110-411.58-23	Graciela Ortiz	221.95
	80259046595	111-0110-411.58-23	Graciela Ortiz	525.00

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
AMERICAN EXPRESS	11289077	111-0110-411.61-20	Dept Supplies & Expense	-32.75
	KUSXKW1GCOQ	111-0110-411.61-20	Dept Supplies & Expense	60.05
	8240100206	111-0110-411.61-20	Dept Supplies & Expense	22.32
	54130019	111-0110-411.66-05	Council Meeting Expenses	170.00
	9833058	111-0110-411.66-05	Council Meeting Expenses	164.53
	100005674857	111-0210-413.59-15	Professional Development	450.00
	7692372161	111-1010-411.59-15	Professional Development	475.00
	7692378706	111-1010-411.59-15	Professional Development	475.00
	27921817919712	111-5010-419.59-15	Professional Development	136.40
	10000520599	111-7010-421.59-15	Professional Development	175.00
	VEXZHH	111-7010-421.59-15	Professional Development	250.00
	8316	111-7010-421.59-15	Professional Development	556.92
	1651102	111-7010-421.59-15	Professional Development	2,010.00
	12290004730	111-7010-421.61-20	Dept Supplies & Expense	23.35
	12290004730	111-7010-421.61-20	Dept Supplies & Expense	2.99
	44760	111-7010-421.61-20	Dept Supplies & Expense	114.32
	44761	111-7010-421.61-20	Dept Supplies & Expense	27.95
	470100093	111-7010-421.61-20	Dept Supplies & Expense	23.04
	79457289Z5DZ0DJ	111-7010-421.61-20	Dept Supplies & Expense	270.00
	340610812	111-7010-421.61-20	Dept Supplies & Expense	22.99
	999999722750003	111-7010-421.61-20	Dept Supplies & Expense	8.00
	268555	111-7010-421.61-20	Dept Supplies & Expense	35.00
	482174	111-7010-421.61-20	Dept Supplies & Expense	10.05
	I3B7N7	111-9010-419.61-20	Dept Supplies & Expense	74.92
	68700004	111-8020-431.59-15	Professional Development	25.39
	AU30FDC4817	111-8020-431.59-15	Professional Development	142.50
	10000532331	111-0230-413.54-00	Advertising & Publication	100.00
	999999721450004	111-0230-413.59-15	Professional Development	350.00
	999999721450004	111-0230-413.59-15	Professional Development	757.00
	854281472	111-0230-413.61-20	Dept Supplies & Expense	96.31
	8171192533	111-5030-465.59-15	Professional Development	675.00
	98815	111-7030-421.61-20	Dept Supplies & Expense	100.00
	210408	111-7030-421.61-20	Dept Supplies & Expense	78.65
	760050812	111-7030-421.61-20	Dept Supplies & Expense	62.81
	357653	111-7030-421.61-20	Dept Supplies & Expense	56.75
	367272	111-7030-421.61-20	Dept Supplies & Expense	30.02
	61779	111-7030-421.61-20	Dept Supplies & Expense	44.90
	23390038	111-7030-421.61-20	Dept Supplies & Expense	90.00
	00GEDB3GOU9	111-0240-466.61-20	Dept Supplies & Expense	74.75

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
AMERICAN EXPRESS	851333172	111-0240-466.61-20	Dept Supplies & Expense	129.59
	490400033	111-0240-466.61-20	Dept Supplies & Expense	3.27
	23360001	239-5060-463.61-20	Dept Supplies & Expense	106.00
	20456	239-5060-463.61-20	Dept Supplies & Expense	51.11
				<b>10,676.82</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 10/08/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>106.58</b>
AMERIFACTORS	19345	111-8024-421.43-10	Buildings - O S & M	1,369.34
	19374	111-8024-421.43-10	Buildings - O S & M	1,137.19
				<b>2,506.53</b>
ARAMARK UNIFORM & CAREER APPAREL	532752443	741-8060-431.61-20	Dept Supplies & Expense	116.13
	532769537	741-8060-431.61-20	Dept Supplies & Expense	99.00
	532786645	741-8060-431.61-20	Dept Supplies & Expense	99.00
				<b>314.13</b>
ARMANDO ACOSTA	43011	111-6030-451.33-90	Referee Services	180.00
				<b>180.00</b>
AT& T	42990	111-7010-421.53-10	Telephone & Wireless	82.04
				<b>82.04</b>
AT&T MOBILITY	X09142017	111-5055-419.53-10	Telephone & Wireless	144.65
	X09142017	239-5055-419.53-10	Telephone & Wireless	144.66
				<b>289.31</b>
AT&T PAYMENT CENTER	9/20-10/19/17	111-7010-421.53-10	Telephone & Wireless	55.11
	8/28-9/27/17	111-7010-421.53-10	Telephone & Wireless	190.47
				<b>245.58</b>
BARGANI, MICHAEL	18285-25440	681-0000-228.70-00	Deposit Refund	95.21
				<b>95.21</b>
BARR & CLARK INC	44370	246-5098-463.56-41	Contractual Srvc - Other	210.00
	44403	246-5098-463.56-41	Contractual Srvc - Other	540.00
	44413	246-5098-463.56-41	Contractual Srvc - Other	150.00
	44422	246-5098-463.56-41	Contractual Srvc - Other	282.00
	44497	246-5098-463.56-41	Contractual Srvc - Other	550.00
	44500	246-5098-463.56-41	Contractual Srvc - Other	650.00
	44510	246-5098-463.56-41	Contractual Srvc - Other	540.00
	44575	246-5098-463.56-41	Contractual Srvc - Other	540.00
				<b>3,462.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
BENEFIT ADMINISTRATION CORPORATION	42998	111-0230-413.56-41	Contractual Srvc - Other	286.84
				<b>286.84</b>
BENNETT LANDSCAPE	163509	231-8010-415.56-41	Contractual Srvc - Other	2,583.33
	163509	535-8090-452.56-60	Contract Landscape Labor	18,083.34
				<b>20,666.67</b>
BIG BELLY SOLAR, INC	20352	287-8055-432.61-20	Dept Supplies & Expense	463.38
				<b>463.38</b>
BISHOP COMPANY	426881	535-8090-452.61-20	Dept Supplies & Expense	561.30
	426885	535-8090-452.61-20	Dept Supplies & Expense	333.72
				<b>895.02</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 9/10/2017	802-0000-217.30-10	PERS	34,524.05
	PPE 9/10/2017	802-0000-218.10-10	PERS Employer	18,275.29
	PPE 9/10/2017	802-0000-218.10-10	PERS Employer	40,303.21
				<b>93,102.55</b>
CALIFORNIA AUTO REBUILDERS	66074	219-0250-431.43-21	Metro Transit O S & M	212.55
				<b>212.55</b>
CALPERS	100000015070743	802-0000-217.50-10	Health Insurance	147,589.89
	100000015070743	746-0213-413.56-41	Contractual Srvc - Other	487.05
	100000015070743	217-0230-413.28-00	Retiree Health Ins	147,419.14
	100000015070743	217-0230-413.56-41	Contractual Srvc - Other	529.51
				<b>296,025.59</b>
CARPENTER ROTHANS & DUMONT LLP	29684	745-9031-413.32-70	Contractual Srv Legal	5,941.50
	29529	745-9031-413.32-70	Contractual Srv Legal	8,350.83
	29733	745-9031-413.32-70	Contractual Srv Legal	1,391.59
	29561	745-9031-413.32-70	Contractual Srv Legal	922.50
	29528	745-9031-413.32-70	Contractual Srv Legal	1,500.00
	29683	745-9031-413.32-70	Contractual Srv Legal	3,921.48
				<b>22,027.90</b>
CCAP AUTO LEASE LTD	42992	226-9010-419.74-20	Vehicle Leases	224.24
				<b>224.24</b>
CDW GOVERNMENT, INC.	KFQ5105	252-7010-421.74-10	Equipment	341.71
	KFQ5105	111-7030-421.61-20	Dept Supplies & Expense	8.74
				<b>350.45</b>
CENTRAL FORD	304969	219-0250-431.43-21	Metro Transit O S & M	94.86
				<b>94.86</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
CENTRO MEDICO HUNTINGTON PARK	20524	111-0000-228.70-00	Deposit Refund	972.05
				<b>972.05</b>
CHARTER COMMUNICATIONS	467069092717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	444795092217	111-9010-419.53-10	Telephone & Wireless	680.00
	19175092217	111-9010-419.53-10	Telephone & Wireless	22.22
	389644092117	121-7040-421.56-14	Welfare Inmate Fd Expense	234.20
				<b>2,186.42</b>
CINTAS CORPORATION	5008979124	111-7010-421.61-20	Dept Supplies & Expense	586.38
	5008979123	111-8020-431.61-20	Dept Supplies & Expense	108.54
				<b>694.92</b>
CINTIA VALENCIA	65244/65483	111-6060-466.33-20	Contractual Srv Class	139.20
				<b>139.20</b>
CITY OF HUNTINGTON PARK	6397-4828	681-0000-228.70-00	Deposit Refund	1,227.44
				<b>1,227.44</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 10/08/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>380.84</b>
CITY OF HUNTINGTON PARK GEA	PPE 10/08/2017	802-0000-217.60-10	Association Dues	127.10
				<b>127.10</b>
CITY OF VERNON	GEN-35278	111-8014-429.56-41	Contractual Srv - Other	12,874.64
				<b>12,874.64</b>
CODE 5 GROUP LLC	1987	111-7040-421.56-41	Contractual Srv - Other	600.00
				<b>600.00</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 10/08/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				<b>1,051.59</b>
COMFORT MASTERS HEATING AND	275	111-8022-419.43-10	Buildings - O S & M	856.00
				<b>856.00</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-170816010	111-8014-429.56-41	Contractual Srv - Other	574.32
				<b>574.32</b>
DAPEER, ROSENBLIT & LITVAK	13662	111-0220-411.32-20	Legal Exp - Prosecutor Sv	1,086.92
				<b>1,086.92</b>
DAPPER TIRE CO.	44914504	219-0250-431.43-21	Metro Transit O S & M	142.73
	44914503	219-0250-431.43-21	Metro Transit O S & M	428.18
	44853295	219-0250-431.43-21	Metro Transit O S & M	558.58
	44918913	741-8060-431.43-20	Fleet Maintenance	1,403.24
				<b>2,532.73</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
DATA TICKET INC.	82480	111-9010-419.56-41	Contractual Srvc - Other	283.67
	81583	111-5055-419.56-41	Contractual Srvc - Other	54.67
				<b>338.34</b>
DAY WIRELESS SYSTEMS	442259	111-7010-421.56-41	Contractual Srvc - Other	844.44
				<b>844.44</b>
DE LAGE LANDEN	56217497	111-9010-419.44-10	Rent ( Incl Equip Rental)	1,887.45
				<b>1,887.45</b>
DELTA DENTAL	BE002406757	802-0000-217.50-20	Dental Insurance	8,310.56
				<b>8,310.56</b>
DELTA DENTAL INSURANCE COMPANY	BE002403465	802-0000-217.50-20	Dental Insurance	2,957.86
				<b>2,957.86</b>
DENISE GUZMAN	62894/65530	111-0000-228.20-00	Rec Deposit-Refundable	173.00
				<b>173.00</b>
DF POLYGRAPH	2017/9	111-7010-421.56-41	Contractual Srvc - Other	175.00
				<b>175.00</b>
DIAMOND ENVIRONMENTAL SERVICES	1192789	475-6010-415.73-10	Improvements	1,802.64
				<b>1,802.64</b>
DOMINO'S PIZZA	2011	111-0000-228.70-00	Deposit Refund	60.29
				<b>60.29</b>
DONALD J VAN METER & ASSOCIATES INC	43035	111-7010-421.59-15	Professional Development	160.00
				<b>160.00</b>
ELIZABETH DELGADO	65190	111-6060-466.33-20	Contractual Srv Class	44.80
	65209/65409	111-6060-466.33-20	Contractual Srv Class	38.40
				<b>83.20</b>
ERIC SERRANO	1851	745-9031-413.32-70	Contractual Srv Legal	375.00
				<b>375.00</b>
ESTEFANIA ZAMORA	43011	746-0218-413.35-10	Tuition Assistance	195.00
				<b>195.00</b>
EWING IRRIGATION PRODUCTS, INC.	4069409	535-8090-452.61-20	Dept Supplies & Expense	1,703.06
				<b>1,703.06</b>
EXCELL INVESTMENT FUNDING LLC	21491-11006	681-0000-228.70-00	Deposit Refund	170.91
				<b>170.91</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE09302017	111-0000-362.20-15	Metro Transit Lease	-5,200.00
	HPE09302017	219-0000-340.30-00	Fixed Route Fares	-7,543.51
	HPE09302017	219-0000-362.20-10	Lease Payment	-500.00

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EXPRESS TRANSPORTATION SERVICES LLC	HPE09302017	219-0250-431.56-43	Fixed Route Transit	89,778.15
	DAR09302017	219-0250-431.56-45	Dial-A-Ride (All City)	51,500.00
				<b>128,034.64</b>
F&A FEDERAL CREDIT UNION	PPE 10/08/2017	802-0000-217.60-40	Credit Union	12,254.00
				<b>12,254.00</b>
FAIR HOUSING FOUNDATION	42949	239-5060-463.56-41	Contractual Srvc - Other	837.82
	42984	239-5060-463.56-41	Contractual Srvc - Other	855.95
				<b>1,693.77</b>
FERGUSON ENTERPRISES INC	5089083	475-6010-415.73-10	Improvements	1,516.52
	5153945	475-6010-415.73-10	Improvements	181.75
	5163100	535-8090-452.61-20	Dept Supplies & Expense	52.69
	5159786	535-8090-452.61-20	Dept Supplies & Expense	123.74
	5130531	535-8090-452.61-20	Dept Supplies & Expense	15.05
	5129346	535-8090-452.61-20	Dept Supplies & Expense	55.66
				<b>1,945.41</b>
FOLSOM CHEVROLET/GEO INC	712339	229-7010-421.74-10	Equipment	34,826.88
				<b>34,826.88</b>
FRANCISCO AVILA	HP050004613	111-0000-351.10-10	Citations	54.00
				<b>54.00</b>
GLOBALSTAR USA	100000008723571	111-7010-421.53-10	Telephone & Wireless	69.09
				<b>69.09</b>
GRAINGER	9563233635	221-8010-431.61-20	Dept Supplies & Expense	100.10
	9515601814	111-8024-421.43-10	Buildings - O S & M	1,756.91
	9561106056	741-8060-431.43-20	Fleet Maintenance	93.41
				<b>1,950.42</b>
GUILLERMO PORTILLO	49	111-6020-451.61-35	Recreation Supplies	54.88
				<b>54.88</b>
GYLMAR R HERNANDEZ	HP020004182	111-0000-351.10-10	Citations	55.00
				<b>55.00</b>
HECKLER & KOCH DEFENSE, INC	ARMO-103017CA-H	229-7010-421.59-15	Professional Development	525.00
	ARMO-103017CA-H	229-7010-421.59-15	Professional Development	525.00
	ARMO-103017CA-H	229-7010-421.59-15	Professional Development	525.00
	ARMO-103017CA-H	229-7010-421.59-15	Professional Development	525.00
				<b>2,100.00</b>

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HOME CENTRAL REALTY	22729-2416	681-0000-228.70-00	Deposit Refund	88.15
				<b>88.15</b>
HOSE-MAN, INC.	4155791-0001-04	535-8090-452.61-20	Dept Supplies & Expense	198.66
				<b>198.66</b>
HUB CITIES CONSORTIUM	42998	239-5035-465.56-41	Contractual Srvc - Other	2,103.00
				<b>2,103.00</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 10/08/2017	802-0000-217.60-10	Association Dues	150.00
				<b>150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 10/08/2017	802-0000-217.60-10	Association Dues	4,554.02
				<b>4,554.02</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC003928	111-1010-411.61-20	Dept Supplies & Expense	23.05
	RGC004528	111-1010-411.61-20	Dept Supplies & Expense	23.05
				<b>46.10</b>
IBE DIGITAL	407231	111-9010-419.44-10	Rent ( Incl Equip Rental)	16.39
				<b>16.39</b>
IMPACT TIRE SERVICE	6836	219-0250-431.43-21	Metro Transit O S & M	25.00
				<b>25.00</b>
INTER VALLEY POOL SUPPLY, INC	100539	681-8030-461.41-00	Water Purchase	198.91
	100540	681-8030-461.41-00	Water Purchase	249.06
	100541	681-8030-461.41-00	Water Purchase	96.95
	100542	681-8030-461.41-00	Water Purchase	225.66
	100538	681-8030-461.41-00	Water Purchase	803.24
	100825	681-8030-461.41-00	Water Purchase	215.63
	100826	681-8030-461.41-00	Water Purchase	152.11
	100822	681-8030-461.41-00	Water Purchase	255.74
	100823	681-8030-461.41-00	Water Purchase	83.58
	100824	681-8030-461.41-00	Water Purchase	208.94
				<b>2,489.82</b>
INTERNATIONAL INSTITUTE OF	43000	111-1010-411.59-15	Professional Development	200.00
				<b>200.00</b>
ISIDRO HERRERA AS TRUSTEE	1876137-	745-9031-413.52-30	Ins - Benefits Active EEs	14,837.75
				<b>14,837.75</b>
ITRON, INC.	457648	681-3022-415.56-41	Contractual Srvc - Other	632.71
				<b>632.71</b>

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JDS TANK TESTING & REPAIR INC	10763	741-8060-431.43-20	Fleet Maintenance	135.00
				<b>135.00</b>
JORGE ENCARNACION	43003	111-4010-431.15-25	Boot Allowance	20.00
	43003	220-8010-431.15-25	Boot Allowance	10.00
	43003	221-4010-431.15-25	Boot Allowance	150.00
	43003	111-8020-431.15-25	Boot Allowance	20.00
				<b>200.00</b>
JUDICATE WEST	426536	745-9031-413.32-70	Contractual Srv Legal	1,570.00
				<b>1,570.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	247400065	111-9010-419.43-15	Financial Systems	276.84
	247400171	111-9010-419.43-15	Financial Systems	355.10
	247400330	111-9010-419.43-15	Financial Systems	276.84
	247400333	111-9010-419.43-15	Financial Systems	355.10
	247785835	111-9010-419.43-15	Financial Systems	276.84
	247785837	111-9010-419.43-15	Financial Systems	188.27
	247785932	111-9010-419.43-15	Financial Systems	355.10
	247785934	111-9010-419.43-15	Financial Systems	700.50
				<b>2,784.59</b>
LAN WAN ENTERPRISE, INC	59211	111-1010-411.61-20	Dept Supplies & Expense	383.68
	59263	111-9010-419.43-15	Financial Systems	23,500.00
				<b>23,883.68</b>
LENTZ LOCKSMITH SERVICE	11776	111-8020-431.43-10	Buildings - O S & M	18.52
	11775	111-7022-421.61-24	Patrol Admin Volunteers	86.11
	11558	111-7022-421.61-24	Patrol Admin Volunteers	35.97
	11776	111-8024-421.43-10	Buildings - O S & M	152.00
				<b>292.60</b>
LIRA BROS, INC.	HP-10	111-6020-451.61-35	Recreation Supplies	348.00
				<b>348.00</b>
LOGAN SUPPLY COMPANY, INC.	92217	535-8090-452.61-20	Dept Supplies & Expense	64.22
				<b>64.22</b>
LORRAINE MENDEZ & ASSOCIATES, LLC	42992	239-5040-463.56-41	Contractual Srv - Other	3,825.00
	42992	239-5060-463.56-41	Contractual Srv - Other	13,443.16
	42992	242-5060-463.56-41	Contractual Srv - Other	5,185.00
				<b>22,453.16</b>

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LUCIA CASTILLO	65096/65563	111-6060-466.33-20	Contractual Srv Class	243.20
	65008/65332	111-6060-466.33-20	Contractual Srv Class	273.60
	65152/65562	111-6060-466.33-20	Contractual Srv Class	456.00
				<b>972.80</b>
LYNBERG & WATKINS APC	46355	745-9031-413.32-70	Contractual Srv Legal	3,239.96
				<b>3,239.96</b>
MACKEY INDUSTRIAL REPAIR	4236	741-8060-431.43-20	Fleet Maintenance	550.00
				<b>550.00</b>
MANAGED HEALTH NETWORK	PRM-013635	802-0000-217.50-60	Employee Mental Wellness	1,332.80
				<b>1,332.80</b>
MARIA CANIZALEZ	64948/65606	111-0000-228.20-00	Rec Deposit-Refundable	500.00
				<b>500.00</b>
MARIA CORONA	HP020003100	111-0000-351.10-10	Citations	54.00
				<b>54.00</b>
MARIA L. MARRUFO	HP080001382	111-0000-351.10-10	Citations	375.00
				<b>375.00</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	6/23-8/21/17	681-8030-461.62-20	Power Gas & Lubricants	996.80
	6/23-8/21/17	681-8030-461.62-20	Power Gas & Lubricants	148.80
	6/23-8/21/17	681-8030-461.62-20	Power Gas & Lubricants	904.00
				<b>2,049.60</b>
MID-CITY MAILING SERVICES CORP.	22687	111-6020-451.61-35	Recreation Supplies	300.44
				<b>300.44</b>
MISC-ONE TIME VENDORS	777-77	239-6065-466.61-20	Dept Supplies & Expense	350.00
				<b>350.00</b>
MISC-PLAN CHECK	2437/50910	111-0000-322.10-10	Building	44.96
	2542/56195	111-0000-322.10-10	Building	44.96
	2745/2792	111-0000-322.10-10	Building	47.04
				<b>136.96</b>
MOTOROLA INC	13180389	229-7010-421.74-10	Equipment	17,852.01
	SOCAL10249	741-8060-431.56-41	Contractual Srv - Other	91.00
				<b>17,943.01</b>
MUNISERVICES, LLC	INV06-000528	111-3013-415.56-41	Contractual Srv - Other	6,377.52
				<b>6,377.52</b>
NAJAR INVESTIGATIONS	807	111-0230-413.56-41	Contractual Srv - Other	1,200.00
				<b>1,200.00</b>

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NAPA PARTS WHOLESale	4832-235947	219-0250-431.43-21	Metro Transit O S & M	259.79
				<b>259.79</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 10/08/2017	802-0000-217.40-10	Deferred Compensation	15,892.00
				<b>15,892.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	28704	221-8010-431.56-41	Contractual Srvc - Other	17,018.77
	28704	222-8010-431.56-41	Contractual Srvc - Other	16,325.00
	28704	231-8010-415.56-41	Contractual Srvc - Other	7,368.47
				<b>40,712.24</b>
NCM AUTOMOTIVE SOLUTIONS LLC	42948	741-8060-431.43-20	Fleet Maintenance	676.00
				<b>676.00</b>
NELIDA SANTANA	HP020001206	111-0000-351.10-10	Citations	144.00
				<b>144.00</b>
NEW CHEF FASHION INC.	888133	111-7010-421.61-20	Dept Supplies & Expense	49.15
	887187	111-7022-421.61-24	Patrol Admin Volunteers	109.23
				<b>158.38</b>
NORMA A URENA	65256/65258	111-6060-466.33-20	Contractual Srv Class	105.60
				<b>105.60</b>
O'REILLY AUTO PARTS	2959-281548	219-0250-431.43-21	Metro Transit O S & M	233.64
	2959-277976	219-0250-431.43-21	Metro Transit O S & M	68.79
	2959-276043	219-0250-431.43-21	Metro Transit O S & M	108.83
	2959-277569	219-0250-431.43-21	Metro Transit O S & M	19.54
	2959-288270	741-8060-431.43-20	Fleet Maintenance	49.03
	2959-284459	741-8060-431.43-20	Fleet Maintenance	159.07
	2959-272843	741-8060-431.43-20	Fleet Maintenance	104.31
	2959-272770	741-8060-431.43-20	Fleet Maintenance	254.55
	2929-272759	741-8060-431.43-20	Fleet Maintenance	164.99
	2959-272793	741-8060-431.43-20	Fleet Maintenance	181.87
	2959-273066	741-8060-431.43-20	Fleet Maintenance	6.54
	2959-268016	741-8060-431.43-20	Fleet Maintenance	-3.85
	2959-275384	741-8060-431.43-20	Fleet Maintenance	44.85
	2959-281191	741-8060-431.43-20	Fleet Maintenance	25.21
	2959-281420	741-8060-431.43-20	Fleet Maintenance	16.47
	2959-275730	741-8060-431.43-20	Fleet Maintenance	135.21
	2959-280350	741-8060-431.43-20	Fleet Maintenance	21.12
	2959-280351	741-8060-431.43-20	Fleet Maintenance	8.73
	2959-279188	741-8060-431.43-20	Fleet Maintenance	29.40
	2959-278385	741-8060-431.43-20	Fleet Maintenance	46.46

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O'REILLY AUTO PARTS	2959-275462	741-8060-431.43-20	Fleet Maintenance	32.60
	2959-283466	741-8060-431.43-20	Fleet Maintenance	166.91
	2959-280349	741-8060-431.43-20	Fleet Maintenance	69.91
	2959-277655	741-8060-431.43-20	Fleet Maintenance	69.81
	2959-277579	741-8060-431.43-20	Fleet Maintenance	34.91
	2959-277571	741-8060-431.43-20	Fleet Maintenance	161.15
	2959-277691	741-8060-431.43-20	Fleet Maintenance	63.32
	2959-277639	741-8060-431.43-20	Fleet Maintenance	163.77
	2959-283691	741-8060-431.43-20	Fleet Maintenance	23.00
	2959-284110	741-8060-431.43-20	Fleet Maintenance	1,999.99
	2959-283492	741-8060-431.43-20	Fleet Maintenance	68.17
	2959-283423	741-8060-431.43-20	Fleet Maintenance	65.46
	2959-275759	741-8060-431.43-20	Fleet Maintenance	-23.68
	2959-273537	741-8060-431.43-20	Fleet Maintenance	-2.96
	2959-276550	741-8060-431.43-20	Fleet Maintenance	203.72
				<b>4,770.84</b>
PERSONA NEUROBEHAVIOR GROUP, INC.	OSIRO000	745-9031-413.32-70	Contractual Srv Legal	150.00
	OSIRO000	745-9031-413.32-70	Contractual Srv Legal	1,500.00
	OSIRO000	745-9031-413.32-70	Contractual Srv Legal	75.00
	OSIRO000	745-9031-413.32-70	Contractual Srv Legal	75.00
				<b>1,800.00</b>
PI PROPERTIES #79 LLC	22731-24222	681-0000-228.70-00	Deposit Refund	462.84
				<b>462.84</b>
PRAXAIR	78858814	111-8022-419.43-10	Buildings - O S & M	42.63
				<b>42.63</b>
PRUDENTIAL OVERALL SUPPLY	52048431	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52048432	111-8022-419.43-10	Buildings - O S & M	31.20
				<b>51.27</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523061	111-7010-421.56-41	Contractual Srv - Other	800.00
				<b>800.00</b>
PURCHASE POWER	42989	111-7040-421.56-41	Contractual Srv - Other	1,712.41
				<b>1,712.41</b>
QUALITY CODE PUBLISHING LLC	2017-324	111-1010-411.56-41	Contractual Srv - Other	923.95
				<b>923.95</b>

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RESOURCE BUILDING MATERIALS	2243846	475-6010-415.73-10	Improvements	27.44
	2246782	475-6010-415.73-10	Improvements	549.60
	2243802	475-6010-415.73-10	Improvements	578.78
	237431	475-6010-415.73-10	Improvements	-19.76
				<b>1,136.06</b>
RICARDO REYES	370653-12122	111-0210-413.59-15	Professional Development	60.00
				<b>60.00</b>
ROBERT PIXTON PLUMBING	42993	535-8090-452.61-20	Dept Supplies & Expense	1,927.50
				<b>1,927.50</b>
S B GAS & WASH MANAGEMENT, INC	22737-21512	681-0000-228.70-00	Deposit Refund	2,000.00
				<b>2,000.00</b>
SAFETY KLEEN	74707826	741-8060-431.43-20	Fleet Maintenance	584.66
				<b>584.66</b>
SALVADOR ORTEGA	43011	111-4010-431.15-20	Tool Allowance	95.31
	43011	111-4010-431.15-25	Boot Allowance	50.00
	43011	221-4010-431.15-25	Boot Allowance	20.00
	43011	221-8014-429.15-25	Boot Allowance	20.00
	43011	111-8020-431.15-25	Boot Allowance	50.00
	43011	111-8022-419.15-25	Boot Allowance	20.00
	43011	681-8030-461.15-25	Boot Allowance	24.88
				<b>280.19</b>
SANTA FE BUILDING MAINTENANCE	16402	111-6020-451.56-41	Contractual Svc - Other	200.00
	16403	111-6020-451.56-41	Contractual Svc - Other	55.00
	16404	111-6020-451.56-41	Contractual Svc - Other	200.00
	16405	111-6020-451.56-41	Contractual Svc - Other	255.00
				<b>710.00</b>
SERGIO GONZALEZ JR	43011	111-4010-431.15-25	Boot Allowance	90.00
	43011	220-8010-431.15-25	Boot Allowance	10.00
	43011	221-8010-431.15-25	Boot Allowance	10.00
	43011	111-8020-431.15-25	Boot Allowance	90.00
				<b>200.00</b>
SEVERN TRENT ENVIRONMENTAL SERVICES	23143	681-8030-461.56-41	Contractual Svc - Other	100,492.45
	23143	283-8040-432.56-41	Contractual Svc - Other	12,782.14
				<b>113,274.59</b>
SMART & FINAL	30860	111-0230-413.61-20	Dept Supplies & Expense	19.64
				<b>19.64</b>

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SOURCE ONE OFFICE PRODUCTS, INC.	OE-QT-37305-1	111-1010-411.61-20	Dept Supplies & Expense	316.82
	OE-QT-37305-1	111-3010-415.61-20	Dept Supplies & Expense	142.02
	OE-QT-37305-1	111-6010-451.61-20	Dept Supplies & Expense	54.62
	OE-QT-37305-1	111-7010-421.61-20	Dept Supplies & Expense	557.18
	OE-QT-37305-1	111-8020-431.61-20	Dept Supplies & Expense	21.86
				<b>1,092.50</b>
SOUTH COAST AIR QUALITY MGMT DISTR.	3140934	741-8060-431.43-20	Fleet Maintenance	1,134.84
	3133255	741-8060-431.43-20	Fleet Maintenance	601.94
	3134520	741-8060-431.43-20	Fleet Maintenance	133.83
	3144384	741-8060-431.43-20	Fleet Maintenance	133.83
				<b>2,004.44</b>
SOUTHERN CALIFORNIA EDISON	8/4-9/5/17	231-8010-415.62-10	Heat Light Water & Power	482.69
	8/7-9/6/17	221-8014-429.62-10	Heat Light Water & Power	43.92
	8/4-9/5/17	535-8016-431.62-10	Heat Light Water & Power	55.99
	8/25-9/26/17	535-8016-431.62-10	Heat Light Water & Power	36.65
	8/17-9/18/17	111-8020-431.62-10	Heat Light Water & Power	1,957.70
	7/19-8/17/17	111-8020-431.62-10	Heat Light Water & Power	2,086.14
	7/7-8/7/17	111-8020-431.62-10	Heat Light Water & Power	2,988.54
	6/7-7/7/17	111-8020-431.62-10	Heat Light Water & Power	2,905.91
	8/22-9/21/17	111-8022-419.62-10	Heat Light Water & Power	316.75
	6/29-8/18/17	111-8022-419.62-10	Heat Light Water & Power	2,137.59
	7/31-9/19/17	111-8022-419.62-10	Heat Light Water & Power	2,235.85
	6/29-8/18/17	111-8023-451.62-10	Heat Light Water & Power	21,349.24
	7/31-9/19/17	111-8023-451.62-10	Heat Light Water & Power	12,121.59
	8/7-9/6/17	111-8024-421.62-10	Heat Light Water & Power	8,674.09
	6/29-8/18/17	681-8030-461.62-20	Power Gas & Lubricants	19,892.47
7/31-9/19/17	681-8030-461.62-20	Power Gas & Lubricants	18,714.47	
				<b>95,999.59</b>
SOUTHERN CALIFORNIA MUNICIPAL	5981	111-6010-451.59-15	Professional Development	100.00
				<b>100.00</b>
STACY MEDICAL CENTER	3160-21402	111-7022-421.56-15	Prisoner Medical Services	3,450.00
	3160-20721	111-7022-421.56-15	Prisoner Medical Services	2,260.00
				<b>5,710.00</b>
STANDARD INSURANCE COMPANY	43009	802-0000-217.50-70	Life, ADD, LT Disability	7,168.81
	42996	802-0000-217.50-70	Life, ADD, LT Disability	1,678.76
				<b>8,847.57</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
10/17/2017**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
STAPLES ADVANTAGE	3350760815	111-0110-411.43-05	Office Equip - O S & M	415.52
	3350760816	111-0110-411.61-20	Dept Supplies & Expense	101.21
	3350760817	111-0110-411.61-20	Dept Supplies & Expense	72.81
	7182091999	111-0210-413.61-20	Dept Supplies & Expense	-21.22
	3350760819	111-0210-413.61-20	Dept Supplies & Expense	54.71
	3350760817	111-0210-413.61-20	Dept Supplies & Expense	64.51
	3347677467	111-1010-411.61-20	Dept Supplies & Expense	9.83
	3350760820	111-1010-411.61-20	Dept Supplies & Expense	62.51
	3350760821	111-1010-411.61-20	Dept Supplies & Expense	21.27
	3350760827	111-3010-415.61-20	Dept Supplies & Expense	-10.84
	3350760822	111-3010-415.61-20	Dept Supplies & Expense	31.53
	3350760824	111-3010-415.61-20	Dept Supplies & Expense	12.36
	3350760826	111-3010-415.61-20	Dept Supplies & Expense	12.36
	3350760823	111-3010-415.61-20	Dept Supplies & Expense	30.76
	3350760829	111-5010-419.61-20	Dept Supplies & Expense	-10.20
	3350760830	111-5010-419.61-20	Dept Supplies & Expense	10.20
	3350760828	111-5010-419.61-20	Dept Supplies & Expense	94.83
	3350760831	111-5010-419.61-20	Dept Supplies & Expense	53.06
	3350760843	111-5010-419.61-20	Dept Supplies & Expense	128.54
	3350760832	111-6010-451.61-20	Dept Supplies & Expense	-59.80
	3347677468	111-7010-421.61-20	Dept Supplies & Expense	132.79
	3347677474	111-7010-421.61-20	Dept Supplies & Expense	270.26
	3347677450	111-7010-421.61-20	Dept Supplies & Expense	162.44
	3350760838	111-7010-421.61-20	Dept Supplies & Expense	4.08
	3350760806	111-7010-421.61-20	Dept Supplies & Expense	36.58
	3350760808	111-7010-421.61-20	Dept Supplies & Expense	9.82
	3350760809	111-7010-421.61-20	Dept Supplies & Expense	8.57
	335076812	111-7010-421.61-20	Dept Supplies & Expense	51.11
	3350760805	111-7010-421.61-20	Dept Supplies & Expense	119.81
	3350760807	111-7010-421.61-20	Dept Supplies & Expense	29.92
	3350760810	111-7010-421.61-20	Dept Supplies & Expense	138.71
	3350760811	111-7010-421.61-20	Dept Supplies & Expense	48.51
	3350760835	111-7010-421.61-20	Dept Supplies & Expense	270.26
	3350760834	111-7010-421.61-20	Dept Supplies & Expense	185.71
	3347677476	111-8020-431.61-20	Dept Supplies & Expense	13.75
	3350760840	111-8020-431.61-20	Dept Supplies & Expense	44.34
	3350760841	111-8020-431.61-20	Dept Supplies & Expense	53.14
	3350760842	111-8020-431.61-20	Dept Supplies & Expense	42.60
	3350760839	111-8020-431.61-20	Dept Supplies & Expense	6.15

**CITY OF HUNTINGTON PARK  
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10/17/2017**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Object Description</b>	<b>Transaction Amount</b>
STAPLES ADVANTAGE	3347677443	111-7022-421.61-27	Dept Supplies Jail	101.82
	3347677469	111-7022-421.61-27	Dept Supplies Jail	1,466.63
	3347677472	111-7022-421.61-27	Dept Supplies Jail	94.27
	3347677444	111-7022-421.61-27	Dept Supplies Jail	7.94
	3347677470	111-7022-421.61-27	Dept Supplies Jail	236.58
	3347677441	111-7022-421.61-27	Dept Supplies Jail	135.13
	3347677464	111-0230-413.61-20	Dept Supplies & Expense	50.12
	3347677451	111-7030-421.61-20	Dept Supplies & Expense	30.52
	3350760813	111-7030-421.61-20	Dept Supplies & Expense	428.65
	3350760814	111-7030-421.61-20	Dept Supplies & Expense	7.42
	3350760836	111-7040-421.61-31	Dept Supplies Records	92.98
	3350760837	111-7040-421.61-31	Dept Supplies Records	4.91
				<b>5,359.47</b>
SUSAN CRUM	104200314	111-0210-413.61-20	Dept Supplies & Expense	46.43
	2734 1485 3228	111-6065-466.61-20	Dept Supplies & Expense	29.96
				<b>76.39</b>
TELEWORKS	15798	111-9010-419.53-10	Telephone & Wireless	237.50
				<b>237.50</b>
THE DOMINGUEZ FIRM	1876137	745-9031-413.52-30	Ins - Benefits Active EEs	24,355.75
				<b>24,355.75</b>
THE GAS COMPANY	8/3-9/6/17	111-8020-431.62-10	Heat Light Water & Power	42.88
	8/3-9/6/17	111-8022-419.62-10	Heat Light Water & Power	375.36
	8/3-9/6/17	111-8023-451.62-10	Heat Light Water & Power	165.81
				<b>584.05</b>
TRANSTECH ENGINEERS, INC.	201707152	111-4010-431.56-62	Contract Engineer Service	1,540.00
	201707165	111-4010-431.56-62	Contract Engineer Service	1,400.00
				<b>2,940.00</b>
TRIANGLE SPORTS	35301	111-6030-451.61-35	Recreation Supplies	240.00
	35280	111-6040-451.61-35	Recreation Supplies	437.00
				<b>677.00</b>
U.S. BANK	PPE 10/08/2017	802-0000-217.30-20	PARS	1,772.95
	PPE 10/08/2017	802-0000-217.30-20	PARS	2,135.09
	PPE 10/08/2017	802-0000-218.10-05	PARS EMPLOYER	17,763.74
				<b>21,671.78</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount
U.S. HEALTH WORKS	3197269-CA	111-0230-413.56-41	Contractual Srvc - Other	689.00
	3193553-CA	111-0230-413.56-41	Contractual Srvc - Other	1,113.00
				<b>1,802.00</b>
VERMILLION INVESTIGATIONS	42959	745-9031-413.32-70	Contractual Srv Legal	732.10
				<b>732.10</b>
VISION SERVICE PLAN-CA	43009	802-0000-217.50-30	Vision Insurance	4,182.05
	43009	802-0000-217.50-30	Vision Insurance	164.21
				<b>4,346.26</b>
W.L. SNOOK & ASSOCIATES, INC	INV000550118	123-7010-421.61-20	Dept Supplies & Expense	486.60
				<b>486.60</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S108766296.001	475-6010-415.73-10	Improvements	14.20
	S108775820.001	475-6010-415.73-10	Improvements	17.93
	S108705904.001	475-6010-415.73-10	Improvements	1,638.75
	S108607086.001	535-8016-431.61-45	Street Lighting Supplies	1,229.06
	S108766296.002	535-8016-431.61-45	Street Lighting Supplies	209.76
	S108873112.001	535-8016-431.61-45	Street Lighting Supplies	444.22
	S108543774.001	111-8022-419.43-10	Buildings - O S & M	435.55
	S108663568.001	111-8022-419.43-10	Buildings - O S & M	262.20
	S108652228.002	111-8022-419.43-10	Buildings - O S & M	54.63
	S108652228.001	111-8023-451.43-10	Buildings - O S & M	1,460.31
	S108865090.003	111-8023-451.43-10	Buildings - O S & M	409.69
	S108846745.001	111-8023-451.43-10	Buildings - O S & M	415.15
	S108865090.002	111-8023-451.43-10	Buildings - O S & M	57.31
	S108584286.001	535-8090-452.61-20	Dept Supplies & Expense	486.71
				<b>7,135.47</b>
WATER REPLENISHMENT DISTRICT OF	2017-06-T22-16	681-8030-461.41-00	Water Purchase	4,688.00
				<b>4,688.00</b>
WELLS FARGO BANK-FIT	PPE 10/08/2017	802-0000-217.20-10	Federal W/Holding	65,535.96
				<b>65,535.96</b>
WELLS FARGO BANK-MEDICARE	PPE 10/08/2017	802-0000-217.10-10	Medicare	7,346.31
				<b>7,346.31</b>
WELLS FARGO BANK-SIT	PPE 10/08/2017	802-0000-217.20-20	State W/Holding	20,978.08
				<b>20,978.08</b>
WESTERN EXTERMINATOR COMPANY	5367017	111-8020-431.56-41	Contractual Srvc - Other	67.50
	5367017	111-8022-419.56-41	Contractual Srvc - Other	49.00
	5367017	111-8023-451.56-41	Contractual Srvc - Other	92.50

**CITY OF HUNTINGTON PARK  
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<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Object Description</b>	<b>Transaction Amount</b>
WESTERN EXTERMINATOR COMPANY	5367017	111-8024-421.56-41	Contractual Srvc - Other	50.00
	5367017	535-8090-452.56-60	Contract Landscape Labor	139.50
				<b>398.50</b>
YASMIN CRUZ	64991/65482	111-6060-466.33-20	Contractual Srv Class	395.20
	65051/65516	111-6060-466.33-20	Contractual Srv Class	547.20
	65105/65493	111-6060-466.33-20	Contractual Srv Class	273.60
	65384/65673	111-6060-466.33-20	Contractual Srv Class	182.40
				<b>1,398.40</b>
YAZMIN CHAVEZ	2	111-0230-413.61-20	Dept Supplies & Expense	30.00
	43017	111-0230-413.64-05	Employee Recognition	500.00
				<b>530.00</b>
				<b>1,294,331.33</b>



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

October 17, 2017

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

Dear Mayor and Members of the City Council:

## **APPROVE A PROFESSIONAL SERVICE AGREEMENT (PSA) WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SERVICES**

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

1. Approve Professional Service Agreement with Lan Wan Enterprise, Inc. for voice over internet protocol telephone system services; and
2. Authorize City Manager to execute the 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). Staff issued a Request for Proposals (RFP) on September 9<sup>th</sup>, 2017 and received three proposals. After careful review of all the submissions and evaluations based on the criteria stated within the RFP, it was determined that Lan Wan Enterprise, Inc. offered the best VoIP solution. Although not the least costly option, Lan Wan has long served the City's IT needs, completed various City projects, and is most familiar with the City's infrastructure, particularly the highly sensitive area of the Police Department.

**APPROVE A PROFESSIONAL SERVICE AGREEMENT (PSA) WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SERVICES**

October 17, 2017

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The Table below indicates the estimates provided by the RFP:

	<b>Intestysone</b>	<b>Lan Wan</b>	<b>TPX</b>
Monthly Fee	\$ 9,376	\$ 9,950	\$ 13,957
Annual Fee	112,512	119,400	167,488
One Time Initial Cost	-	-	10,000
1st Year	112,512	119,400	177,488
2nd Year	112,512	119,400	167,488
3rd Year	112,512	119,400	167,488
4th Year	112,512	119,400	167,488
5th Year	112,512	119,400	167,488
<b>Total Five Year Cost</b>	<b>\$ 562,559</b>	<b>\$ 597,000</b>	<b>\$ 847,438</b>

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 are 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 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.

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.

**APPROVE A PROFESSIONAL SERVICE AGREEMENT (PSA) WITH LAN WAN ENTERPRISE, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SERVICES**

October 17, 2017

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By eliminating the use of circuit-switched networks for voice, VoIP 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 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.

**FISCAL IMPACT**

Phone services, on-site support, remote monitoring, and all necessary equipment will cost \$9,950 monthly or \$119,400 annually, with no upfront costs. Hardware and equipment required to initiate a smooth transition for 186 phones will be provided, as well as training and support for City Hall and Police Department locations, by Lan Wan Enterprise Inc.

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,



RICARDO REYES  
Acting City Manager



John Ornelas  
Acting Finance Director

**ATTACHMENT(S)**

A. Draft Professional Service Agreement with Lan Wan Enterprise, Inc.

# ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT**  
(Voice Over Internet Protocol Telephone System Services)

THIS VOICE OVER INTERNET PROTOCOL (“VOIP”) TELEPHONE SYSTEM SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of October, 2017 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and LAN WAN ENTERPRISE, INC., a California corporation (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, on or about December 1, 2016, the Parties executed and entered into that certain agreement titled, LAN WAN Professional Services Agreement (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the Master Agreement provides that CONSULTANT, at the City’s sole discretion, shall install and implement a new state of the VOIP telephone system and new telephones at no additional cost to the CITY;

WHEREAS, the City informed CONSULTANT of its decision to exercise its discretion under the Master Agreement to authorize CONSULTANT to install, implement and maintain a VOIP telephone system for the City.

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

I.  
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement CONSULTANT shall install and implement a new VOIP telephone system and new telephones at no cost to the CITY. Additionally, CONSULTANT shall provide telephone service to the CITY for \$9,950 per month. The telephone service provided by CONSULTANT will include telephone services, user licenses, maintenance, technical support and all the hardware and equipment

required to initiate a smooth transition for 186 phone throughout the City will be provided. All other equipment that is necessary for the implementation of the VOIP telephone system shall be purchased by the CITY through the Master Agreement.

CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in this Agreement. [Insert Name for Project Administrator] shall be CONSULTANT's project administrator and shall have direct responsibility for management of CONSULTANTS's performance under this Agreement. No change shall be made in CONSULTANT's project administrator without CITY's prior written consent

- 1.2 TERM: This Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date.
- 1.3 COMPENSATION: The CITY shall pay CONSULTANT \$9,950 per month, for providing the VOIP telephone service, hardware and for leasing 186 telephones.
- 1.4 PAYMENT OF COMPENSATION: Unless subject to a dispute, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. CONSULTANT shall submit an invoice 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.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the CITY 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 principles. The CITY 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 CITY for inspection and audit at mutually convenient times for a period of three (3) years from this Agreement's date of termination.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of services under this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.2 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards of CONSULTANT'S profession;
  - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
  - D. CONSULTANT understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
  - F. All of CONSULTANT'S employees and agents (including but not limited SUB-CONSULTANT) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to

perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

2.3 ASSIGNMENT: CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.4 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT'S competent and timely performance of the work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information.

Any additional personnel performing the work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing

2.5 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.6 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, or applicant for

employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

### III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance / Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the work contemplated in this Agreement.
- D. Cyber Liability Insurance: CONSULTANT shall procure and maintain Cyber Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000). This insurance will cover information security and privacy liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY

and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT'S commencement of any work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The 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.

## V. TERMINATION

5.1 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 5.2 of this Agreement; or

(c) By the CITY, with cause, upon thirty (30) days written notice to the CONSULTANT, pursuant to this Section 5.2 of this Agreement.

5.2 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.

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.2 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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

**CITY:**  
City of Huntington Park  
Finance Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Finance Director  
Phone: (323) 584-6201

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

- 6.3 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation

between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.4 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.5 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.6 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.7 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.8 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.9 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.10 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.11 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.9, above.

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

**CITY OF HUNTINGTON PARK:**

**LAN WAN ENTERPRISE, INC.:**

By: \_\_\_\_\_  
Ricardo Reyes  
Acting City Manager

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

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

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

**APPROVED AS TO FORM:**

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

4851-1116-3467, v. 2

DRAFT



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

October 17, 2017

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

Dear Mayor and Members of the City Council:

## **RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH METRO FOR STAFF SUPPORT FOR THE REVIEW OF THE RECIRCULATED DRAFT I-710 SOUTH CORRIDOR ENVIRONMENTAL IMPACT REPORT (EIR) / ENVIRONMENTAL IMPACT STATEMENT (EIS) PROJECT**

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

1. Adopt Resolution No. 2017-33, Authorizing the Acceptance and Execution of a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for staff time pertaining to the I-710 South Corridor Project EIR/EIS Project; and
2. Authorize City Manager or Director of Community Development to direct staff to proceed with the study's implementation.

### **BACKGROUND**

On January 2, 2009, Los Angeles County voters approved Measure R, a half-cent sales tax to help finance new transportation projects and programs. Measure R devotes its funds to several transportation categories, including new rail and bus rapid transit projects, carpool lanes, and highways and related improvements. The City of Huntington Park submitted a Measure R Funding request to Metro for staff time for work pertaining to the I-710 South Corridor Project Environmental Impact Report (EIR) and Environmental Impact Statement (EIS), and the City was awarded a \$15,000 grant. Per the scope of the grant, City staff will provide support to Metro during the review of the I-710 Recirculated Draft EIR/EIS.

Funds will be released on a reimbursement basis in accordance with invoices submitted in monthly and quarterly expenditure reports. Funds under Metro's Funding Agreement must be expended within five years or 60 months. All funds programmed for fiscal year 2016-17 are subject to lapse by June 30, 2021.

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH METRO FOR STAFF SUPPORT FOR THE REVIEW OF THE RECIRCULATED DRAFT I-710 SOUTH CORRIDOR ENVIRONMENTAL IMPACT REPORT (EIR) / ENVIRONMENTAL IMPACT STATEMENT (EIS) PROJECT**

October 17, 2017

Page 2 of 3

**FISCAL IMPACT/FINANCING**

The grant does not require a local match contribution so there will be no financial impact to the City. Upon adoption of Resolution 2017-33, Finance Department will create a project code to track staff time and related costs pertaining to the I-710 South Corridor Project EIR/EIS Project.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Every day, thousands of people use the I-710 freeway as means to travel from the Los Angeles port to the foothills and in-between. As a result of population growth, the I-710 is experiencing an increase in the number of cargo containers arriving at the ports, which has increased traffic volumes on the I-710 and has put a high demand on aging infrastructure. The I-710 freeway experiences serious congestion and safety issues that need to be addressed. Metro, as the lead organization, is working with local residents, governments, and community groups on improving the I-710 by making it safer and easier to drive, improve air quality and public health, and improve the freeway's design and traffic flow.

Previously, a Draft EIR/EIS was released for public comment in 2012. Based on the comments received and new information, a new set of alternatives was developed and has been analyzed in a Recirculated Draft EIR/EIS that was released on July 21, 2017. All build alternatives proposed include programmatic elements, including a zero emission/near zero emission truck deployment program, expanded transit services, and a community health benefit program.

The public comment period for the Recirculated Draft EIR/EIS has been extended until Monday, October 23, 2017.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

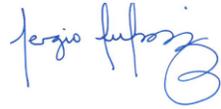


RICARDO REYES  
Acting City Manager

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH METRO FOR STAFF SUPPORT FOR THE REVIEW OF THE RECIRCULATED DRAFT I-710 SOUTH CORRIDOR ENVIRONMENTAL IMPACT REPORT (EIR) / ENVIRONMENTAL IMPACT STATEMENT (EIS) PROJECT**

October 17, 2017

Page 3 of 3



Sergio Infanzon

Director of Community Development

**ATTACHMENT(S)**

- A. Resolution No. 2017-33, Authorizing the Acceptance and Execution of a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for staff time pertaining to the I-710 South Corridor Project EIR/EIS Project.
- B. Metro Funding Agreement.

# ATTACHMENT "A"

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**RESOLUTION NO. 2017-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK AUTHORIZING THE ACCEPTANCE  
AND EXECUTION OF A FUNDING AGREEMENT WITH  
METRO FOR STAFF SUPPORT FOR THE REVIEW OF THE  
DRAFT I-710 EIR/EIS PROJECT**

**WHEREAS**, the City of Huntington Park is eligible to apply and receive Federal, State, and/or local funding for certain transportation projects and studies, through the Los Angeles County Metropolitan Transportation Authority (Metro); and

**WHEREAS**, the Measure R seeks to fund several transportation projects, including new rail and bus rapid transit projects, carpool lanes, and highways and related improvements as a means of addressing public health issues, improve safety, and improve quality of life; and

**WHEREAS**, the City of Huntington Park submitted an application to the 2017 Metro Funding Agreement for staff time for work on the I-710 South Corridor Project EIR/EIS and was awarded a \$15,000 grant; and

**WHEREAS**, the grant must be fully expended within five years from the date of execution of the funding agreement (by June 30, 2021).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 1.** The City Council adopts the above recitals as its findings.

**SECTION 2.** The City Manager of the City of Huntington Park is authorized to accept and execute the funding agreement with Metro for staff time for work on the I-710 South Corridor Project EIR/EIS. The grant does not require a local match contribution.

**SECTION 3.** The City will appropriate \$15,000 of the Metro grant funds in its Fiscal Year (FY) 2017-18 budget.

**SECTION 4.** The City Manager and/or the Director of Community Development of the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by Metro to implement the grant, in a form acceptable by the City Attorney.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

**PASSED, APPROVED AND ADOPTED** on this 17<sup>th</sup> day of October, 2017.

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Marilyn Sanabria, Mayor

ATTEST:

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Donna G. Schwartz, CMC, City Clerk

# ATTACHMENT "B"

## MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM

### Interstate 710 South Early Action Projects

This Funding Agreement ("FA") is dated for reference purposes only September 1, 2017, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Huntington Park ("Grantee") for Staff Support for the Review of the Draft I-710 South EIR/EIS Project, LACMTA Project ID# MR306.36. This Project is eligible for funding under Line 33 Interstate 710 South Early Action Project of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Staff Support for the Review of the I-710 Recirculated Draft EIR/EIS;

WHEREAS, the LACMTA Board, at its May 20, 2015 meeting, programmed \$15,000 for the I-710 Recirculated Draft EIR/EIS for a total of \$15,000; and,

WHEREAS, funds are programmed in FY 2014-2015 for a total of \$15,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Administrative Guidelines – N/A
8. Attachment D-1 – Monthly Progress Report–N/A
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet –N/A
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

CITY OF HUNTINGTON PARK

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marilyn Sanabria  
Mayor

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donna Schwartz  
City Clerk

APPROVED AS TO FORM:

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

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Staff Support for the Review of the Draft I-710 South EIR/EIS Project. LACMTA Project ID# MR306.36
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$15,000 (the "Fund") for the Project. LACMTA Board of Directors' action of May 20, 2015 granted the Measure R Funds for the Project. The Funds are programmed over one year- for Fiscal Year FY2014-15 for \$15,000.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work (“the Scope of Work”). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone dates set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports **Attachment D-1**. In no event can the final milestone date be amended by a Monthly Progress Report.
7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the “Monthly Progress Report” and/or the “Quarterly Expenditure Report”. The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as **Attachments D-1** and **D-2** in accordance with **Attachment D** – Project Reporting and Expenditure Guidelines.
9. **Attachment E**, the “FTIP PROJECT SHEET (PDF)”, is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. GRANTEE shall comply with the “Special Grant Conditions” attached as **Attachment G**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Lucy Olmos-Delgadillo  
LACMTA PROJECT MANAGER  
MAIL STOP: 99-22-9  
PHONE (213) 922-7099  
E-MAIL OlmosL@metro.net

13. GRANTEE's Address:

City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Director of Public Works, ??  
PHONE:  
E-MAIL:

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

**PART II**  
**GENERAL TERMS OF THE FA**

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:  
[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority**  
**Accounts Payable**  
**P. O. Box 512296**  
**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.36 Agreement #:92000000MR30636  
Lucy Olmos; Mail Stop 99-22-9

#### 4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

#### 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding

Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY2016-17 are subject to lapse by June30, 2021.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

## 10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://www.metro.net) for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

DRAFT

**ATTACHMENT A -PROJECT FUNDING**

Measure R Program - Funding Agreement Projects - FA.92000000MR306.36

Project Title: **Staff Support for the Review of I-710 South** Project#: MR306.36

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS							\$ -	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ 15					\$ 15	100%
TOTAL PROJECT FUNDS	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ 15	100%

**ATTACHMENT B**  
**MEASURE R EXPENDITURE PLAN GUIDELINES**  
**PROJECT DEVELOPMENT AND RIGHT OF WAY**

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

**What AB 2321 (2008, Feuer) Says About the Expenditure Plan:**

Section b (3) B

*(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.*

*(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:*

*(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:*

*(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.*

*(2) The reason for the proposed amendment.*

*(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.*

**ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA.920000000MR306.36

Project Title: Staff Support for the Review of the I-710 South Project

Project#:MR 306.36

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED					\$5	\$5	\$5		\$15
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$0</b>	<b>\$15</b>
<b>PROJECT FUNDING FY16-17 and FY17-18</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$0</b>	<b>\$15</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$0	\$0	\$0	\$0	\$5	\$5	\$5	\$0	\$15
<b>TOTAL MILESTONES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$0</b>	<b>\$15</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$0</b>	<b>\$15</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>							
<b>TOTAL PROJECT FUNDING</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$0</b>	<b>\$15</b>

**ATTACHMENT C  
SCOPE OF WORK**

**PROJECT TITLE:**

I-710 South EIR/EIS Project Meeting Support

**PROGRAMMED FUNDS: \$15,000**

**SCOPE:**

Staff from the City of Huntington Park will attend I-710 Corridor Project Technical Advisory Committee (TAC), Project Committee (PC), and Corridor Advisory Committee (CAC) meetings. At these meetings, the City of Huntington Park will be represented by Assistant City Engineer, Public Works Director, and/or City Engineer.

Additionally, Metro and its consultant team will meet with the staff from the City of Huntington Park to discuss the revised engineering concepts for the proposed Alternatives and other engineering concepts/coordination which may have impacts in the City of Huntington Park and the local vicinity.

The costs allowable for reimbursement include but is not limited to time and mileage to attend the TAC, PC, and CAC meetings, meetings with Metro, and internal meetings for City of Huntington Park staff to formalize recommendations requested by the I-710 TAC, brief the City's PC member, and/or meet with Metro, as necessary.

**Project Schedule:**

Start: November 2017

End: December 2018

**Deliverables:**

As part of the invoice submittal, the City will provide supporting comments to the recirculated I-710 EIR/EIS as well as other documents, such as: meeting minutes, agendas, timesheets, consultant invoices and other additional back up required to Metro.

<b>LACMTA FA MEASURE R ATTACHMENT D-2</b> <b>QUARTERLY PROGRESS / EXPENSE REPORT</b>	<b>Grantee To Complete</b>	
	<b>Invoice #</b>	
	<b>Invoice Date</b>	
	<b>FA#</b>	92000000MR
	<b>Quarterly Report #</b>	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**

**ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority  
 Accounts Payable  
 P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	<b>LACMTA Measure R Grant \$</b>
<b>Project Quarter Expenditure</b>	
<b>This Quarter Expenditure</b>	
<b>Retention Amount</b>	
<b>Net Invoice Amount (Less Retention)</b>	
<b>Project-to-Date Expenditure</b>	
<b>Funds Expended to Date (Include this Quarter)</b>	
<b>Total Project Budget</b>	
<b>% of Project Budget Expended to Date</b>	
<b>Balance Remaining</b>	

SECTION 2: GENERAL INFORMATION		
<b>PROJECT TITLE:</b>		
<b>FA #:</b>		
<b>QUARTERLY REPORT SUBMITTED FOR:</b>		
<b>Fiscal Year :</b>	<input type="checkbox"/> 2014-2015	<input type="checkbox"/> 2015-2016
	<input type="checkbox"/> 2016-2017	<input type="checkbox"/> 2017-2018
	<input type="checkbox"/> 2018-2019	<input type="checkbox"/> 2019-2020
<b>Quarter :</b>	<input type="checkbox"/> Q1: Jul - Sep	<input type="checkbox"/> Q2: Oct - Dec
	<input type="checkbox"/> Q3: Jan - Mar	<input type="checkbox"/> Q4: Apr - Jun
<b>DATE SUBMITTED:</b>		
<b>LACMTA MODAL CATEGORY:</b>		
	<input type="checkbox"/> RSTI	<input type="checkbox"/> Pedestrian
	<input type="checkbox"/> TDM	<input type="checkbox"/> Bicycle
	<input type="checkbox"/> Transit	<input type="checkbox"/> Signal Synchronization
		<input type="checkbox"/> Goods Movement
<b>LACMTA Project Manager</b>	Name:	
	Phone Number:	
	E-mail:	
<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

<b>3. TASKS / MILESTONES ACCOMPLISHED</b>
List tasks or milestones accomplished and progress made this quarter.
<b>4. PROJECT DELAY</b>
If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".
<b>5. ACTION ITEMS TO RESOLVE DELAY</b>
If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
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<b>TOTAL</b>		

**Note:**

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.  
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.  
 ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).  
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

<i>Signature</i>	<i>Date</i>
<i>Name</i>	<i>Title</i>

## ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

October 17, 2017

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

Dear Mayor and Members of the City Council:

## **RESOLUTION AUTHORIZING SUBMITTAL OF LETTER TO CALTRANS IN RESPONSE TO THE I-710 SOUTH CORRIDOR RECIRCULATED DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) / ENVIRONMENTAL IMPACT STATEMENT (EIS) PROJECT**

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

1. Adopt Resolution No. 2017-34, Authorizing submittal of letter to Caltrans in response to the I-710 to the I-710 South Corridor Recirculated EIR/EIS Project.

### **BACKGROUND**

Every day, thousands of people use the I-710 freeway as means to travel from the Los Angeles port to the foothills and in-between. As a result of population growth, the I-710 is experiencing an increase in the number of cargo containers arriving at the ports, which has increased traffic volumes on the I-710 and has put a high demand on aging infrastructure. The I-710 freeway experiences serious congestion and safety issues that need to be addressed. Metro, as the lead organization, is working with local residents, governments, and community groups on improving the I-710 by making it safer and easier to drive, improve air quality and public health, and improve the freeway's design and traffic flow.

The California Department of Transportation (Caltrans), in cooperation with the Los Angeles County Metropolitan Transportation Authority (Metro), the Gateway Cities Council of Government (COG), and the Southern California Association of Governments (SCAG), has prepared a draft Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) that was released for public comment in 2012. Based on the comments received and new information, a new set of alternatives was developed and has been analyzed in the Revised Draft EIR/EIS that was released on July 21, 2017. The alternatives studied in the RDEIR/SDEIS include Alternative 1 (No Build), Alternative 5C (Modernization of I-710 Freeway), and Alternative 7 (Modernization and Addition of a Clean-Emission Freight Corridor). All build alternatives proposed also include programmatic elements, including a zero emission/near zero emission truck

**RESOLUTION AUTHORIZING SUBMITTAL OF LETTER TO CALTRANS IN RESPONSE TO THE I-710 SOUTH CORRIDOR RECIRCULATED DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) / ENVIRONMENTAL IMPACT STATEMENT (EIS) PROJECT**

October 17, 2017

Page 2 of 2

deployment program, expanded transit services, and a community health benefit program.

**FISCAL IMPACT/FINANCING**

There is no financial impact to the City. Metro is paying the consulting firm CH2M to assist City staff review and prepare a response to Caltrans. Additionally, the City was awarded a \$15,000 Funding Agreement to pay for staff time pertaining to the I-710 EIR/EIS South Corridor Project.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Metro has taken the lead on the I-710 South Corridor Project and has selected the consulting firm, CH2M, to review Caltrans' I-710 South Corridor EIR/EIS and prepared a response on behalf of the City. The letter prepared by CH2M poses questions and comments on the RDEIR/EIS regarding increased traffic volumes, population growth, relocation of displaced residents, and logistics of proposed mitigation measures. Overall, the letter iterates the City's support of the I-710 South Corridor project to expand the freeway.

Due to requests from interested stakeholders, the public comment period for the RDEIR/EIS has been extended until Monday, October 23, 2017.

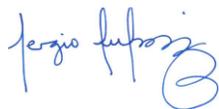
**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES  
Acting City Manager



Sergio Infanzon  
Director of Community Development

**ATTACHMENT(S)**

A. Resolution No. 2017-34, authorizing submittal of letter to Caltrans in response to the I-710 South Corridor EIR/EIS Project (including "Exhibit A").

# ATTACHMENT "A"

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**RESOLUTION NO. 2017-34**

**A RESOLUTION AUTHORIZING SUBMITTAL OF  
LETTER TO CALTRANS IN RESPONSE TO THE I-710  
SOUTH CORRIDOR RECIRCULATED DRAFT  
ENVIRONMENTAL IMPACT REPORT (EIR) /  
ENVIRONMENTAL IMPACT STATEMENT (EIS)**

**WHEREAS**, the California Department of Transportation (Caltrans), in cooperation with the Los Angeles County Metropolitan Transportation Authority (Metro), the Gateway Cities Council of Government (COG), and the Southern California Association of Governments (SCAG), is working on improving the I-710 by making it safer and easier to drive; and

**WHEREAS**, Caltrans has prepared a draft Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) for proposed improvements; and

**WHEREAS**, Metro has taken the lead on the I-710 South Corridor Project and has selected the consulting firm, CH2M, to review Caltrans' I-710 South Corridor EIR/EIS and prepared a response on behalf of the City; and

**WHEREAS**, Metro is paying CH2M to review Caltrans' I-710 recirculated draft EIR/EIS and prepare a response on behalf of the City, with no expense accrued by the City; and

**WHEREAS**, the public comment period for the recirculated draft EIR/EIS has been extended until Monday, October 23, 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 1.** The City Council adopts the above recitals as its findings.

**SECTION 2.** The City Manager of the City of Huntington Park, or his designee, is authorized to prepare and submit a letter ("Exhibit A") to Caltrans in response to the I-710 South Corridor recirculated draft EIR/EIS.

**SECTION 3.** There is no financial impact to the City.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

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**PASSED, APPROVED AND ADOPTED** on this 17<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
Marilyn Sanabria, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

# EXHIBIT "A"



October 17, 2017

Caltrans District 7  
Division of Environmental Planning  
Attention: Mr. Ronald Kosinski  
100 South Main Street, MS 16A  
Los Angeles, CA 90012

SCH# 2008081042  
07-LA-710-PM 5.4/24.5

**SUBJECT: CITY OF HUNTINGTON PARK COMMENTS ON THE I-710 CORRIDOR PROJECT RECIRCULATED DRAFT ENVIRONMENTAL IMPACT REPORT/SUPPLEMENTAL DRAFT ENVIRONMENTAL IMPACT STATEMENT**

Dear Mr. Kosinski:

The City of Huntington Park (City) is submitting this letter in response to the public release of the Recirculated Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (RDEIR/SDEIS) and Section 4(f) Evaluation for the I-710 Corridor Project. This letter represents the official comments of the City of Huntington Park on the RDEIR/SDEIS, and as such, it is focused on the potential project impacts that most directly affect the City.

## **1. Comments on the RDEIR/SDEIS**

### **a. Growth**

- i. Table 3.3-2 of the RDEIR/SDEIS estimates that the population growth percent change between 2012 and 2035 is +12% for the City of Huntington Park. If relocation housing is identified within the City of Huntington Park as part of residential displacement in neighboring cities, what percentage of growth would that account for, in addition to the projected growth increase?

### **b. Relocations**

- i. The RDEIR/SDEIS notes that the Project would not be able to relocate all displaced residents within their respective communities or within an area with reasonable proximity to their community. In addition, the analysis notes that adequate resources appear to exist at the present



time to relocate existing residential occupants to comparable replacement housing. As the City of Huntington Park is included in the study area, has the City of Huntington Park been identified to meet the need for replacement housing? How would the relocations from surrounding communities impact the City of Huntington Park housing supply?

### c. Traffic

- i. On page 3.5-110 of the RDEIR/SDEIS, the intersection of Slauson/Boyle (#170) is listed under the City of Huntington Park, but throughout the rest of the document (and the traffic reports) this intersection is listed under the City of Vernon. This intersection appears to be on the border between the two cities, please clarify which City's jurisdiction this intersection falls under.
- ii. Figure 5-1 in the Traffic Impact Analysis Report (TIAR) shows No-Build volumes of 33,600/0/2000 (Auto/Port/Non-Port Trucks) on Slauson north of Atlantic. Figure 5-3 shows a change to 31,700/400/2500 with Alternative 7. Please provide further clarification as to why 400 Port trucks would use Slauson under Alternative 7. Shouldn't the I-710 improvements encourage Port trucks to use the freeway? Please also explain why there is a decline in the total traffic volumes?
- iii. Although the identified significant impacts at the two or three Huntington Park intersections are relatively minor, Alternative 7 is projected to increase delay by approximately 10 seconds.
  - Slauson Ave./Alameda St.
  - Slauson Ave./Santa Fe Ave.
  - Slauson Ave./Boyle Ave. (City of Vernon or City of Huntington Park?)

Please explain the cause of these impacts? Is it an increase in traffic associated with the corridor (i.e., induced demand)?

- iv. If the impacts are volume-related, they are presumably related to the increase in trucks on the City of Huntington Park streets, as noted in comment ii. Instead of geometric modifications, could travel demand management (TDM) or other strategies be employed to keep truck traffic off City streets? While the suggested mitigation strategies appear to be effective for traffic operations at those three intersections, the additional trucks will potentially affect traffic operations, safety, and quality of life on all other intersections in the City where truck traffic will



increase. Please consider other mitigation strategies to address this impact.

- v. Table 6-6 in the TIAR shows high volumes on City of Huntington Park streets, and some of these volumes (especially trucks) will result in impacts. What impact criteria were used to assess these arterial volumes? Section 3.5.3 of the RDEIR/SDEIS describes changes in vehicle level of service (LOS) for freeways, arterials, and intersections, but only intersection impacts are quantified. Please provide further clarification regarding impact criteria.
- vi. Figure 6-6 in the TIAR (and other similar figures) do not show V/C ratios on Gage or Santa Fe. Particularly for Santa Fe (which has one intersection with an impact), have these streets been evaluated for arterial impacts?
- vii. It appears that impact criteria were only developed for the intersection analysis. Please clearly identify which criteria were used to evaluate the project-related changes in freeway and arterial LOS. It is also unclear whether the intersection impact criteria are the same for signalized and unsignalized intersections. An explanation should be provided for why they are the same or whether a different criterion was used.
- viii. There isn't any assessment of impacts to pedestrians and bicyclists. Per comments ii. and vi., if truck traffic will increase, pedestrians will be affected (at intersections), and bicyclists will be affected on surface streets. Page 3.5-106 of the RDEIR/SDEIS states that the build alternatives "will provide facilities for bicycles and pedestrians" where non-motorized traffic will be affected during construction, and constructing some new facilities, but these are presumably adjacent to the I-710 freeway. Are there any improvements anticipated on streets away from the freeway, such as the City of Huntington Park, where traffic will increase?
- ix. There doesn't appear to be any substantive discussion regarding safety – either positive or negative. There are some data on the freeways in Section 3.5.2.1, but there's no discussion regarding local streets.
- x. In the Traffic Operations Analysis Report (TOAR)(page 6-20), induced demand is mentioned: "the induced truck traffic would further increase the projected traffic demand on eastbound SR-91, causing segments



that are outside of the improvement area to experience heavy congestion." Would the streets in the City of Huntington Park experience negative effects of induced demand? Please provide description of induced demand (i.e., what it is, how it was analyzed) and assessment for local streets.

- xii. At Slauson/Alameda West, there is an identified mitigation to add a separate right-turn lane on the southbound approach. There does not appear to be sufficient right-of-way to add a right-turn lane without right-of-way impacts to the building on the northwest corner (see photo below). How would this mitigation improvement be implemented without causing further impacts?



- o ***Southbound Alameda West, approaching the Slauson intersection (looking south, from north of the intersection).***

- xiii. At Slauson/Santa Fe there is an identified mitigation to add a separate right-turn lane on the northbound approach. There does not appear to be sufficient right-of-way to add a right-turn lane without right-of-way impacts to the gas stations on the southeast and southwest corners (see photo below). How would this mitigation improvement be implemented without causing further impacts?



- ***Northbound Santa Fe, approaching the Slauson intersection (looking north, from south of the intersection).***
  - xiii. At Slauson/Boyle there is an identified mitigation to add a separate right-turn lane on the eastbound approach. There does not appear to be sufficient right-of-way to add a right-turn lane without right-of-way impacts to the Staples parking lot, landscaping, and sign on the southwest corner (see photo below). How would this mitigation improvement be implemented without causing further impacts?



***Eastbound Slauson, approaching the Boyle intersection (looking east, from west of the intersection).***



#### **d. Air Quality**

- i. The RDEIR/SDEIS presented the overall emission changes for different study areas (SCAB, AOI, and I-710). Localized impacts to the near-road communities along the I-710 corridor were not identified. Although the project's Air Quality, Greenhouse Gases, and Health Risk Technical Study (June 2017) included figures showing emission changes and incremental criteria pollutant concentrations along I-710, it is impossible to identify the impacted locations on these figures due to the large areas the figure covers. The City requests that areas adversely impacted by the project should be zoomed in and presented separately from the regional maps to clearly show the size of the impacted areas and the level of impacts.

In addition, it is not clear what emissions are presented in Figures 4-1a through 4-1c of the Air Quality, Greenhouse Gases, and Health Risk Technical Study. The figures appear to show emission changes for both PM<sub>2.5</sub> and PM<sub>10</sub> in each figure. However, the table title indicates that the figure is only for PM<sub>2.5</sub> emissions. Within each figure, two sub-figures were labeled as PM<sub>10</sub>, and the rest of the two sub-figures do not have any labels. The City requests that the figure titles and labels should be revised to clearly indicate the corresponding pollutant for each figure.

- ii. Locations of potential cancer risk increases were not discussed in the RDEIR/SDEIS, other than a general discussion indicating that increased cancer risk would occur "within 110 yards of the I-710 freeway". Although figures showing cancer isopleths are included in the Air Quality, Greenhouse Gases, and Health Risk Technical Study (June 2017), it is impossible to identify the areas with increased cancer risks on these figures due to the large area the figure covers. The City requests that areas identified with increased cancer risks should be zoomed in and presented separately from the regional maps to clearly show the impacted communities and level of cancer risk increases.
- iii. Table 4.2-1 of the RDEIR/SDEIS showed that all project alternatives would have decreased cancer risks when compared to the 2012 baseline. However, the paragraph following the table on Page 4-55 concluded that the cancer risks would increase by 1 in a million for Alternative 7, and would increase by 3 in a million for Alternative 5C. The City request clarification and internal consistency on the results of the health risk assessment.

#### **e. Comments on newly proposed alternatives and design options**



- i. **Slauson Boulevard Interchange:** The City supports the construction of a new interchange at Slauson Boulevard. This interchange would provide additional needed access to the I-710 corridor.
- ii. **Support for Limiting Impact to Exiting State Right-of-Way:** The City appreciates Caltrans efforts to limit the impacts to the exiting right-of-way and reducing impacts in the form of property acquisition.
- iii. **Support for Zero Emission Design Options:** The City fully supports all efforts to reduce emissions within the I-710 Corridor.

The City continues to look forward to working with Caltrans to resolve the aforementioned issues for this important transportation project. Please direct any questions and coordination efforts to Juan Arauz at (323) 584-6270.

Sincerely,

Sergio Infanzon  
Community Development Director

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Tuesday, October 17, 2017**

### **REGULAR AGENDA**

#### **PARKS AND RECREATION**

- 5. Authorization and Ratification of Certain Expenditures for the Huntington Park's 2017 Holiday Parade**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize and ratify the expenditures in a not-to-exceed amount of \$55,000 for TV Production, TV Broadcasting and Parade Security for the 2017 Holiday Parade.

**ITEM AVAILABLE  
- MONDAY, OCTOBER 16, 2017**



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

October 17, 2017

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

Dear Mayor and Members of the City Council:

### **APPROVE AWARD OF CONTRACT TO VALLEY ALARM FOR FIRE AND SECURITY ALARM SERVICES**

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

1. Approve contract with Valley Alarm for Fire and Security Alarm Services; and
2. Authorize City Manager to execute contract.

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

The City of Huntington Park contracts for security alarm services at City and community facilities. Currently, the city utilizes Tyco and ADT for security alarm services at approximately \$10,454 per year. The current services do not include the Public Works yard and its individual buildings. A request for proposal (RFP) was issued July 25, 2017 to adequately cover the following eight (8) community facilities:

City Hall	Raul Perez Park
Freedom Park	Public Works
Community Center	Parks and Recs (Salt Lake Park)
Police Department	
Municipal Park Building	

Five RFP packages were requested and one proposal was received. The RFP included the following scope of work and will provide 24-hour Fire and Security Alarm monitoring and dispatch services 7 days a week, 365 days a year at the aforementioned facilities and the following equipment/services:

**APPROVE AWARD OF CONTRACT TO VALLEY ALARM FOR FIRE AND SECURITY ALARM SERVICES**

October 17, 2017

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Installation	User Training
Programing	Additional Key Pads (City Hall & Public Works)
Test System	Dome Cameras / Channel Tribrid Recorder
Monitoring	Cellular Communications Module
Motion Detectors	Sirens
Wireless Panic Buttons	

The following is a breakdown of the onetime installation costs and the cost for annual service.

<b>One Time Installation Cost</b>	<b>Annual Service Cost for Year 1</b>	<b>Total Cost for Year 1</b>	<b>Annual Cost for Years 2-5</b>	<b>Total Contract Cost (Years 1-5)</b>
\$46,113	\$23,952	\$70,065	\$23,952	\$165,873

**FISCAL IMPACT/FINANCING**

The total fiscal impact for the Fire and Security Alarm Services for the first year is \$70,065. This consists of a onetime installation cost of \$46,113 and an annual service cost of \$23,952. The annual service cost will remain the same for the five (5) year contract.

Funding for alarm services was approved in the City’s FY 2017-18 Adopted Budget for \$34,469 in the following accounts:

<b>Account Number</b>	<b>Amount</b>
111-8020-431.56-41	\$9,400
111-8022-419.56-41	\$9,388
111-8023-451.56-41	\$15,681

At the September 5, 2017 Council meeting Public Works presented to Council a Staff Report awarding the Heating, Ventilation and Air Conditioning (HVAC) contract to a much lesser bidder. The budgetary savings from the HVAC contract will be reallocated to cover the installation and monthly services for the contract with Valley Alarm. No additional budget appropriation is requested at this time.

Upon Council approval, funds will be reallocated as follows:

**APPROVE AWARD OF CONTRACT TO VALLEY ALARM FOR FIRE AND SECURITY ALARM SERVICES**

October 17, 2017

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<b>From</b>		<b>To</b>	
<b>Account Number</b>	<b>Amount</b>	<b>Account Number</b>	<b>Amount</b>
111-8022-419.56-41	11,418	111-8022-419.56-41	11,418
111-8023-451.56-41	11,418	111-8023-451.56-41	11,418
111-8024-421.56-41	11,418	111-8020-431.56-41	11,418
<b>HVAC</b>	<b>\$34,254</b>	<b>Alarm Services</b>	<b>\$34,254</b>

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A contractor is required to provide alarm services, as the City does not have the in-house personnel, equipment and resources required for these services

**CONCLUSION**

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



**RICARDO REYES**  
Acting City Manager



**Daniel Hernandez**  
Director of Public Works

**ATTACHMENT(S)**

- A. Alarm and Security Proposals
- B. Exhibit "A" Scope of Work
- C. Draft Contract

# ATTACHMENT "A"

V A L L E Y    A L A R M

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September 29, 2017  
City of Huntington Park  
6550 Miles Ave.  
Huntington Park, Ca. 90255  
(323)584-6274  
[mlopez@hpca.gov](mailto:mlopez@hpca.gov)

**Proposal for Public Works Main Yard Buildings (6900 Bissell St.) GE**

1. 1 – GE Concord Panel
2. 5 – Alpha Keypads
3. 8 – Zone Expanders
4. 1 – Power Supply
5. 5 – Sirens
6. 9 – Single Pedestrian Doors
7. 7 – Roll – up Doors
8. 13 – Motion Detectors
9. 2 – Output Boards
10. 1 – Cellular Communication Module
11. 2 – Wireless Panic Buttons
12. Installation
13. Programming
14. User Training

**Scope: Provide and install a security system to include 5 – separate buildings each with keypads, zone expansion modules, sirens, motion detectors and contacts on perimeter doors. All devices to be connected to one main control panel and on a single account.**

**Proposal for Municipal Park Building**

1. 1 – GE Concord Panel
2. 1 – Keypad
3. 1 – Wireless Panic Button
4. 1 – Cellular Communication Module
5. Connect to existing devices
6. Test System

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**Proposal for Recreation Center Building**

1. 1 – Ge Concord Panel
2. 2 – Keypad
3. 2 – Long Range Motion Detector
4. 3 – Wireless Panic Button
5. 2 – Zone Expansion Module
6. 8 – Door Contact
7. 9 – Motion Detector
8. 1 – Cellular Communication Module
9. Test System

**Proposal for Community Center Building**

1. 1 – GE Concord Panel
2. 1 – Keypad
3. 1 – Wireless Panic Button
4. 2 – Wireless Motion Detector
5. 1 – Cellular Communication Module
6. Test System

**Proposal for City Hall Building**

1. 1 – GE Concord Panel
2. 3 – Keypad
3. 15 – Wireless Panic Button
4. 24 – Glass Break Detectors
5. 10 – Motion Detectors
6. 1 – Wireless Extender
7. 1 – Cellular Communication Module
8. Test System

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**Proposal for Freedom Park Building**

1. 1 – GE Concord Panel
2. 1 – Keypad
3. 1 – Zone Expander
4. 1 – Wireless Panic Button
5. 4 – Door Contacts
6. 1 – Cellular Communication Module
7. Test System

**Proposal for Perez Park Building**

1. 1 – GE Concord Panel
2. 1 – Keypad
3. 8 – Motion Detector
4. 2 – Door Contacts
5. 1 – Wireless Panic Button
6. 1 – Cellular Communication Module
7. Test System

**Proposal for Camera System Upgrade For City Hall**

1. 1 – Sixteen Channel Tribrid Recorder
2. 16 – 1080P Dome Cameras
3. 1 – Eighteen Channel Power Supply
4. 16 - Balun
5. Test System

**Proposal for Camera System Upgrade For Public Works**

1. 1 – Sixteen Channel Tribrid Recorder
2. 16 – 1080P Dome Cameras
3. 1 – Eighteen Channel Power Supply
4. 16 – Balun

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**Proposal for Camera System Upgrade For Recreation Center**

1. 1 – Sixteen Channel Tribrid Recorder
2. 16 – 1080P Dome Cameras
3. 1 – Eighteen Channel Power Supply
4. 16 - Balun

**Pricing for all items included above:**

**\$46,113.00 installation and \$1,996.00 per month**

**Notes:**

- **Fire alarm system monitoring is included for City Hall and Recreation Center**
- **Valley Alarm can support both the camera system and access systems at the police department**
- **All security systems include web based cellular interactive service**
- **Valley Alarm offers full warranty on all new system components for the 60 month term.**

Thank you for the opportunity to provide you with this bid. If you have any questions please don't hesitate to call. Cell # 818-640-4370.

**Inclusions - Exclusions**

- WORK WILL NOT COMMENCE ON THE PROJECT UNTIL A CONTRACT AND/OR VALLEY ALARM PROPOSAL IS APPROVED
- CONNECTION TO CLIENTS NETWORK NOT INCLUDED.
- ANY AND ALL IT AND/OR NETWORKING, PORT FORWARDING TO BE PROVIDED BY OTHERS.
- IP ADDRESSES FOR ANY VALLEY ALARM INSTALLED NETWORK DEVICES TO BE PROVIDED PRIOR TO INSTALLATION.
- A DSL / CABLE MODEM / LAN CONNECTION WITH INTERNET ACCESS IS REQUIRED FOR REMOTE VIEWING OF DVR/NVR AND IS TO BE PROVIDED BY CLIENT.
- IF INTERNET ACCESS IS REQUIRED FOR ALARM PANEL OR ACCESS CONTROLLER COMMUNICATIONS, IT IS TO BE PROVIDED BY CLIENT.

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- CONTRACTOR / CLIENT SHALL PROVIDE AND INSTALL ALL CONDUIT UNLESS OTHERWISE SPECIFIED.
- ACCESS TO 120VAC OUTLETS AS REQUIRED SHALL BE PROVIDED.
- BID PER SPECIFICATIONS PROVIDED BY CLIENT / CONTRACTOR. ADDITIONAL EQUIPMENT, UNLESS NEGOTIATED PRIOR TO ORDER PLACEMENT, SHALL BE INVOICED SEPERATLY.
- THIS QUOTATION IS TO BE INCORPORATED INTO CONTRACT DOCUMENTS.
- THIS BID EXCLUDES SOFTWARE UPGRADE LICENSING CONFLICTS THAT MAY ARISE DUE TO SYSTEM EXPANSION.
- PRICING IS BASED UPON OPEN WALLS. CUTTING, PATCHING AND PAINTING IF REQUIRED IS NOT INCLUDED, UNLESS SPECIFICALLY IDENTIFIED IN SCOPE OF WORK.
- VALLEY ALARM PROVIDES A ONE-YEAR WARRANTY ON ALL PARTS AND LABOR ON ALL NEW EQUIPMENT IT INSTALLS. WARRANTY SERVICE, IF REQUIRED, WILL BE PERFORMED DURING NORMAL BUSINESS HOURS (08:00 – 17:00 HRS) MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. WARRANTY SERVICE REQUESTED OUTSIDE OF THE ABOVE TIMES WILL BE CHARGED AT OVERTIME RATES.
- THIS QUOTE IS VALID FOR 30 DAYS.

**COMPANY’S LIMITED LIABILITY: BUYER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 7 AND 8 REGARDING COMPANY’S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFIATION WITH COMPANY’S AGENT.**

**1. LIMITED WARRANTY:**

- 1.1 **WHAT IS COVERED:** For one year from the date the installation is completed, Company shall replace or repair the System without charge to the Buyer, which is Company’s only obligation under this warranty. Company reserves the right to substitute new or reconditioned parts of equal quality at time of replacement.
- 1.2 **HOW TO GET WARRANTY SERVICE:** Buyer should contact Company’s service department at the address and telephone number hereinabove set forth, and fully describe the problem. Warranty service shall be provided on Monday through Friday, excluding national holidays, between the hours of 8:00 a.m. and 5:00 p.m. Emergency service is available at other times at Company’s premium labor rate.
- 1.3 **EXCLUSIONS AND LIMITATIONS:** Except as set forth in paragraph 1.1, Company makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Company does not represent or warrant that the System may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. The warranty does not cover any damage to the System caused by accident, misuse, or unauthorized repair service or modification. **Company shall not be liable for consequential damages.** Buyer acknowledges: that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty; that Buyer is not relying on Company’s skill or judgment in selection or furnishing a system suitable for any particular purpose and **that there are no express warranties which extend beyond those on the face of the agreement hereof.**
- 1.4 **STATE LAW:** Some states do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may also have other rights which may vary from state to state.

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2. **INSTALLATION OF SYSTEM:** Buyer authorizes Company to install or cause to be installed the system set forth herein. Buyer warrants that it has full authority that it has full authority from the owner and/or other person in control of the premise to permit the installation of the System under all conditions set forth herein. Company is authorized to make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. Buyer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by Buyer after installation has commenced or required because of obstructions or obstacles will be at Buyer's expense. Buyer acknowledges and agrees that because of obstructions or obstacles wiring may be exposed in portions of the installation. Buyer shall at his own expense make any necessary repairs or changes to Buyer's premises as requested by Company to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of Company in writing within 10 days after completion of the installation; otherwise the installation shall be deemed satisfactory to and accepted by Buyer. Company assumes no liability for delay in installation of the equipment or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of Buyer, or for any other cause beyond the control of Company, and Company will not be required to supply service to Buyer while interruption of service due to any such cause may continue. Buyer authorizes the use of electric outlets required and necessary current through Buyer's electric meter for the installation and operation of the System. Buyer shall obtain and pay for all licenses, permits or other charges required by governmental authorities for the installation and operation of the System.
3. **ASSIGNEES/SUBCONTRACTORS OF COMPANY:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Buyer and shall have the further right to subcontract an installation, warranty, repair service or other services which it may perform. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Buyer with respect to said assignees and/or subcontractors with the same force and effect as they bind Buyer to Company.
4. **MECHANIC'S LIEN:** Buyer acknowledges that he has received from Company a "Notice to Owner" in accordance with the **California Business and Professions Code** relating to the Mechanic's Lien Law. Buyer shall furnish Company with the name and address of the owner of the property if different than Buyer.
5. **DEFAULT BY BUYER; EXPIRATION, TERMINATION:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Buyer or his property, or if Buyer makes any assignment for the benefit of creditors, Company shall have the right to discontinue installation and warranty services and recover from Buyer all sums Company may be entitled to under the law. In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Buyer a delinquency charge in the maximum amount permitted by law.
6. **CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION; RISK OF LOSS:** The cost of any additions, changes and variances in the System as herein contracted for, or as originally installed, made at the request of, or made necessary or required by Buyer's action, or which may be deemed by any government agency, insurance interests, or inspection and ratings bureaus, are to be borne by Buyer. BUYER ACKNOWLEDGES THAT BUYER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE

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OBTAINED OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO BUYER. All risk of loss or damage to the System shall be borne exclusively by Buyer whose obligations hereunder shall not be diminished by any such loss or damage.

7. COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:

7.1 It is understood and agreed: that Company is not an insurer; that insurance, if any, shall be obtained by Buyer; that the payments provided for herein are based solely on the value of the System and services as set forth herein and are unrelated to the value of the Buyer's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the System or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. Buyer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, or a failure to perform any of the obligations herein, including, but not limited to installation, warranty service, or repair service or the failure of the System to properly operate with resulting loss to Buyer because of, among other things:

7.1.1 The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to detect or avert;

7.1.2 The uncertainty of the response time of any police, fire department, paramedic unit, or others should they be dispatched as a result of a signal being received or an audible device sounding;

7.1.3 The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Company's failure to perform or by its equipment to operate;

7.1.4 The nature of the service to be performed by the Company. Buyer understands and agrees that if Company should be found liable for loss or damage due from (I) failure of company to perform any of the obligations herein, including, but not limited to, installation warranty service, or repair service, (II) the failure of the service or equipment in any respect whatsoever, or (III) Company's active or passive negligence, Company's liability shall be limited to a sum equal to Five Hundred Dollars (500.00), as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, servants, assigns, employees or subcontractors.

7.2 If Buyer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Buyer may obtain from Company a limitation of liability by paying an additional charge to Company. If Buyer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

8. THIRD PARTY INDEMNIFICATION: When Buyer ordinarily has the property of others in his custody, or the System extends to protect others or their property, Buyer agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including defects in products, design, installation, warranty or repair service, operation or non-operation of the System whether based upon active or passive negligence, warranty, contribution, indemnification or strict or product liability on the part of the Company, its employees or agents, but this provision shall not apply to claims for loss or damage made during the installation arising from Company's sole negligence.

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- 9. **SUBROGATION:** So far as it is permitted by Buyer's property insurance coverage, Buyer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Buyer's premises whether said claims are made by Buyer, his agents, or insurance company or other parties claiming under or through Buyer. Buyer agrees to indemnify Company against, and defend and hold Company harmless from, any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Buyer shall notify his insurance carrier of the terms of this provision.
- 10. **LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).
- 11. **ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.
- 12. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Buyer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
- 13. **INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain full force and effect.
- 14. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

15. COMPANY'S LICENSES:

15.1 ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIVATIVE SERIVCES, P.O. BOX 989002, WEST SACRAMENTO, CALIFORNIA 95798.

15.2 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

*Brian Gholston* 10/4/17

Brian Gholston  
Sales

Date

Accepted

Date

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# ATTACHMENT "B"

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Huntington Park Public Works will accept bids from qualified California licensed contractors to provide 24 hour Fire / Security alarm monitoring and dispatch services 7 days a week, 365 days a year at (7) facilities.

The Huntington Park Public Works is seeking the services of qualified contractors for the provision of Fire and Security alarm monitoring service, alarm system maintenance and quarterly testing. This Request for Proposal (RFP) includes three (3) distinct service areas: 1) Fire and Security monitoring services; 2) Preventative and ongoing maintenance of security system equipment/ control panels, including but not limited to intrusion alarms (doors and windows), smoke detectors and panic buttons; 3) Installation of any equipment, wiring, cabling, including parts and labor to maintain the integrity of the system.

The General scope of work will include:

- a) Monitoring: Provide monitoring and alarm dispatch of seven (7) city facilities. The monitoring will be seven (7) days a week, 24 hours a day, 365 days per year. This will include monitoring intrusion alarms, hold up alarms, fire alarm monitoring services and dispatch services for a period of three (3) years.
- b) Installation: Provide equipment, control panels, keypads, cabling, panic buttons, labor, smoke detectors, wire, sensors, etc. needed to perform fire and security monitoring and dispatch services.
- c) Maintenance: Respond to on-call maintenance requests of the security monitoring equipment.
- d) Testing: shall be done quarterly. Will test results be submitted with invoices?
- e) Programming: Provide programming. Will staff be trained?
- f) Cataloging: Provide a review of each facility and identify all relevant equipment located at that facility to include the fire and security alarm components with appropriate identifying information for all equipment and devices. Provide the information on a form that is acceptable to Huntington Park Public Works. Who and when submitted to?
- g) Site Map: A site map for each facility locating all security monitoring equipment, panic alarm devices and fire monitoring equipment, motion sensors and contacts. Information shall be kept on site in a binder and shall remain the property of City of Huntington Park.
- h) Manuals and signage: Provide User Manuals, emergency contact signage and security monitoring signage for all buildings. Manuals and signage are subject to review and approval by the City. Manuals will reviewed annually and updated as necessary. Signage will be monitored each time a service call is made but not less than on a quarterly basis. Damaged signs shall be repaired promptly.

- i) Log Book: An on-site log book or binder of all work performed to include date, time, and description of service and name of service technician. The log shall be updated each time a service call is made.

**Monitoring Requirements:**

- a) Provide 24 hour per day 7 days per week monitoring on fire and security alarms transmitted to the central station and provide appropriate response to the alarm. Contacting Huntington Park Public Works Representative.
- b) In general, alarm monitoring will dispatch fire alarm to the appropriate 9-1-1 dispatch center immediately on receipt of the alarm; however, it will be at the discretion of the facility representative to call off alarm (example. false alarm).
- c) Maintain down list for each facility and perform call downs on receipt of the alarm.
- d) Provide dispatching special instructions as required.
- e) Provide Huntington Park Public Works representative control management and control list.
- f) Provide open/close reports, number of people to contact, alarm reports, alarm verification etc. as determined by Huntington Park Public Works.
- g) Maintain history/ reports/ logs for easy retrieval for a period of at least 3 months.
- h) Archive/ reports/ logs for a period of at least 5 years The following is a list of Facilities to be Monitored:

- City Hall, 6550 Miles Ave.
- Raul Perez Park, 6208 Alameda St.
- Parks and Recreation and Muni Building, 3401 E. Florence Ave.
- Freedom Park, 3801 E. 61<sup>st</sup> St.
- Community Center, 6923 Salt Lake Ave.
- Public Works Department, 6900 Bissell St.

**Equipment List**

	<b>City Hall</b>	<b>Muni Bldg.</b>	<b>Community Center</b>	<b>Raul Perez</b>	<b>Main Recreation Center</b>	<b>Freedom Park</b>	<b>Public Works</b>
<b>Description</b>	<b>Qty.</b>	<b>Qty.</b>	<b>Qty.</b>	<b>Qty.</b>	<b>Qty.</b>	<b>Qty.</b>	<b>Qty.</b>
Control Panel	1	1	1	1	1	1	4
Backup Battery	1	1	1	1	1	1	4
Indoor Siren	1	1	1	1	1	1	4
Key Pad LCD	1	1	1	1	1	1	6

Cell Communicator	8	1	1	1	1	1	4
Cell SIMCARD	12	1	1	1	1	1	4
Single Door Contacted	8	3	2	4	5	2	5
Sliding Glass Door Contacted	12			1			
Double Door Contacted	15		6		10	2	7
Dual-Tec Motion Detectors	36	2	5	6	7	4	14
Long Range Duelttec Motion Detector					1		
HOLD UP Button/Duress/Panic	20	1	1	1	3	1	2
Power Supply Kit	4	1	1	1	1	1	4
Expander 8-Zone	2	1	1	1	2		3
Expander 4-Zone	7						
Network Larm Control Panel	1						
DMP Wireless Repeater	1						
OverHead/Warehouse Door Contacted							10

# ATTACHMENT "C"



**CONTRACT**  
Fire and Alarm Services

THIS CONTRACT ("Agreement") is made and entered into this **17<sup>th</sup> day of October, 2017** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Valley Alarm**, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I.  
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **November 18, 2017** and **concluding November 17, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$23,952.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. The sum of **\$46,113.00** shall be designated as a onetime Installation cost (**Attachment "A"**). In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

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

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

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

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

attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

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

### III. INSURANCE

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

CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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

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

#### IV. INDEMNIFICATION

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

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

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

## V. TERMINATION

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

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI.

### MISCELLANEOUS PROVISIONS

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

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

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

**CONTRACTOR:**

Valley Alarm  
8111 San Fernando Road  
Sun Valley, CA 91352  
Attention: Brain Gholston  
(818) 285-1500

**CITY:**

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

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

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

**Valley Alarm:**

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

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

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

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

**ATTEST:**

By: \_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

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

**APPROVED AS TO FORM:**

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

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

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