

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, December 5, 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**

"Certificate of Adjournment" Presented to Ricardo Ortega of La Luz del Mundo Church in Memory of Pastor Evangelista Rodney Lee Minemann

Career Day Presentation by Miles Elementary Students

## **PUBLIC COMMENT**

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Schaper v. Huntington Park

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

## CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

### **OFFICE OF THE CITY CLERK**

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

1-1 Regular City Council Meeting held November 21, 2017.

### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrants dated December 5, 2017**

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### **COMMUNITY DEVELOPMENT**

**3. Continued from the Regular City Council Meeting of November 21, 2017:  
**Consideration and Approval of an Amendment to a Parking Easement Agreement with Huntington Park 607, L.P.****

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve amendment to Parking Easement Agreement to permit Huntington Park 607, L.P. access to 60 parking spaces in the City Public Parking Structure located at 6330 Rugby Avenue; and
2. Authorize Interim City Manager to execute the amendment and related documents.

### **CITY ATTORNEY**

**4. Consideration and Approval of a Resolution Establishing a Spending Limits Policy for Purchasing Authority for the City Manager and Department Heads of the City**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2017-40, establishing spending limits upon the City Manager, including the Interim City Manager, and Department Heads of the City, including City staff and employees.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS**

#### **5. Consideration and Selection of Firm and Approval of a Professional Services Agreement (PSA) for Engineering and Building and Safety Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select a firm for Engineering and Building and Safety Services;
2. Approve Professional Services Agreement relating to Engineering and Building and Safety services; and
3. Authorize Interim City Manager to negotiate and execute the agreement.

## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

#### **6. Consideration and Approval of a Resolution Approving the Financing of the Casa Rita Apartment Project, Located at 6508 Rita Avenue**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing under the requirements of Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the "Code");
2. Take public testimony; and
3. Adopt Resolution No. 2017-41, Approving the Issuance of the Multifamily Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition and Rehabilitations of a Multifamily Rental Housing Facility known as Casa Rita Apartments, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500.

### **DEPARTMENTAL REPORTS** (Information only)

### **WRITTEN COMMUNICATIONS**

## **COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

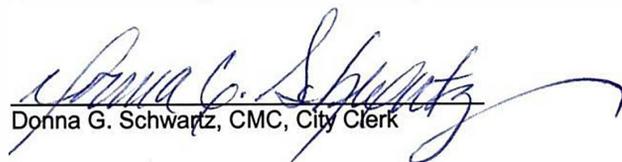
**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

## **ADJOURNMENT**

The City of Huntington Park City Council will adjourn in memory of Pastor Evangelista Rodney Lee Minemann, Ministro de la Iglesia La Luz Del Mundo Huntington Park, CA, to a Regular Meeting on Tuesday, December 19, 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 30<sup>th</sup> day of November 2017.

  
Donna G. Schwartz, CMC, City Clerk

## MINUTES

### **Regular Meeting of the City of Huntington Park City Council Tuesday, November 21, 2017**

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, November 21, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda (Arrived at 6:15 p.m.) and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Acting City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Sergio Infanzon, Director of Community Development; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation, John Ornelas, Interim Finance Director; Martha Castillo, Director of Human Resources; Susan Crum, Executive Secretary and Donna G. Schwartz, City Clerk.

### INVOCATION

Invocation was led by Mayor Sanabria.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

### PUBLIC COMMENT

1. Rodolfo Cruz, commented on crimes, city being dirty, people who cut grass at the high school blow it on the street, asked to tell residents to pick up trash and asked who to talk to regarding cars with tinted windows.

Mayor Sanabria informed the audience to refrain from clapping or would be called out of order.

2. Greg Allan, spoke in regards to two illegal immigrants appointed to commissions, sanctuary cities releasing criminals, commented on his request to be escorted to his vehicle at the last meeting, noted an incident that occurred in parking lot and feels police should patrol corners of parking lot after.
3. Catherine Bueno, Huntington Park Library, announced various programs: LA County created a Fine Free Student Card, Crochet meeting club, collaborating with East LA College Southgate Education Center to offer free citizenship courses at the library and a family read aloud pilot program.
4. Von Beck, read an article regarding MS13.
5. Betty Retama, spoke in regards to decorum, noted absence of a council member, commented on illegals that come to Huntington Park, DAKA, monies from government being taken, sanctuary cities being criminal for not obeying laws and corruption in Los Angeles.
6. George Franco, noted rubbish was picked up in front of his home but left broken glass, neighbor left a TV in front of their home for months and feels trash company should do the work.
7. Robin Hvidston, We the People Rising, commented on a border patrol agent that was killed, asked to have citizens fill seats on commissions, illegal immigrants don't get a stipend, and asked to do the right thing.

Mayor Sanabria called for Elsa Aldegar and received no response.

8. Nai Huitzilopochtli, commented on Arthur Schaper completing cards for others, spoke in opposition to Mr. Schaper, commented on prior speaker not having all the facts, students not being taught correct history, people commenting on where you come from, states this is indigenous land and commented on diversity.
9. Ms. Ramirez, Las Champas, voiced concern with how long it's taking them to open a Las Champas, asked what to do, noted it will bring jobs and asked what to do to get approval.
10. Collin Whites, commented on appointments of illegals that disturbs him, those who fought, veterans more of a right to be here and important to respect rule of law.

Mayor Sanabria called for Dill Pickle and received no response.

Mayor Sanabria called for Walter J and received no response.

11. Arthur Schaper, remarked we are repealing your utility tax, commented on the two appointments, spoke in opposition to staff and Council, commented on homicides by illegals, acknowledged Nick the Greek, commented on his arrest and cutting funding he feels was robbed from the residents.
12. John Willis, addressed drinking of alcohol in the parks, consider appoint a citizen to parks commission, commented on the border patrol agent killed and then used his time for a moment of silence.

### **STAFF RESPONSE**

Acting City Manager Ricardo Reyes responded to a comment regarding parks and announced a \$4.7 million dollar grant for parks was received and pulled Regular Agenda Item 8.

### **CLOSED SESSION**

At 6:36 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
Government Code Section 54956.9 (d)(1) – [Three Matters]
  - a. Alicia Arias
  - b. John Navarrette
  - c. Isabel Magallanes
2. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation  
Government Code Section 54956.9 (d)(2) and (e)(1)

At 8:10 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and discussed closed session items 1 and 2. Mr. Alvarez-Glasman stated for Item 1 a-c) direction was given to special counsel, no action taken nothing to report. Item 2) no action taken, direction provided, nothing to report.

## **CONSENT CALENDAR**

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

ROLL CALL:

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

### **OFFICE OF THE CITY CLERK**

1. Approved Minute(s) of the following City Council Meeting(s):  
1-1 Regular City Council Meeting held November 7, 2017.

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated November 21, 2017.

### **HUMAN RESOURCES**

3. Adopted Resolution No. 2017-38, Repealing Resolution No's 85-80 and 92-49 and Adopting the City of Huntington Park's new Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation.

## **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **CITY COUNCIL**

4. **Consideration and Discussion of Revoking City Staff Credit Cards and Creation of Comprehensive Credit Card Policy**

- DISCUSSION AND/OR ACTION -

Acting City Manager Ricardo Reyes presented the item.

**Motion:** Mayor Sanabria motioned to revoke all staff credit cards with the exception of City Manager and directed staff to create a policy, seconded by Vice Mayor Pineda. Motion passed unanimously by one motion.

5. **Consideration and Discussion of Setting Spending Limit Authority for City Manager, Department Heads and City Staff**

- DISCUSSION AND/OR ACTION -

Acting City Manager Ricardo Reyes presented the item.

**Motion:** Council Member Ortiz motioned for spending limit authority for department heads/staff up to \$1,000, over and up to \$5,000 must have City Manager approval and for City Manager spending limit authority up to \$10,000 and directed staff to prepare a resolution, seconded by Mayor Sanabria. Motion failed due to substitute motion.

**Substitute Motion:** Council Member Ortiz motioned for spending limit authority for department heads/staff up to \$1,000, over and up to \$5,000 must have City Manager approval and for City Manager spending limit authority up to \$10,000 and directed staff to prepare a resolution, seconded by Mayor Sanabria with the addition of having a written request for department heads/staff for amounts over \$1,000 – 5,000. Motion passed unanimously by one motion.

## CITY MANAGER

### 6. Consideration and Approval of A Memorandum of Understanding (MOU) Opt-In Program for the 2018 Greater Los Angeles Homeless Street Count

Acting City Manager Ricardo Reyes announced the item and introduced Executive Secretary Susan Crum who presented the item.

**Motion:** Council Member Ortiz motioned to approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority (LAHSA) for the 2018 Greater Los Angeles Homeless Street Count, chose three (3) year participation, choose to sponsor the event and waive all related fees and authorize Mayor to execute the MOU, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

## CITY ATTORNEY

### 7. Consideration and Approval of Appointment of Interim City Manager and Approval of an Amended Employment Agreement for Interim City Manager

Acting City Manager Ricardo Reyes announced the item and introduced City Attorney Arnold Alvarez-Glasman who presented the item.

**Motion:** Mayor Sanabria motioned to approve appointment of Ricardo Reyes for Interim City Manager, approve amended employment agreement and authorize Mayor to execute the agreement, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

## COMMUNITY DEVELOPMENT

Previously pulled by Acting City Manager under "Staff Response"

### 8. Consideration and Approval of an Amendment to a Parking Easement Agreement with Huntington Park 607, L.P.

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to Parking Easement Agreement to permit Huntington Park 607, L.P. access to 60 parking spaces in the City Public Parking Structure located at 6330 Rugby Avenue; and
2. Authorize Acting City Manager to execute the amendment and related documents.

## FINANCE

### 9. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Government Consulting and Advocacy Services

Acting City Manager Ricardo Reyes announced the item and introduced Interim Finance Director John Ornelas who presented the item.

**Motion:** Council Member Ortiz motioned to approve a Professional Service Agreement (PSA) with Prime Strategies, LLC for an amount not to exceed \$120,000 for Government

Consulting and Advocacy Services and authorize Acting City Manager to execute the agreement, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## **PUBLIC WORKS**

### **10. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Preparation of a Pavement Management Program**

Acting City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the item.

**Motion:** Council Member Ortiz motioned to approve professional services agreement with NCE Engineering and Environmental Services for the preparation of a Pavement Management Program and authorize Acting City Manager to execute agreement, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

## **DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

## **COUNCIL COMMUNICATIONS**

Council Member Manuel “Manny” Avila, congratulated newly appointed Interim City Manager Ricardo Reyes and wished all a Happy Thanksgiving.

Council Member Graciela Ortiz, thankful for being able to serve Huntington Park and wished all a Happy Thanksgiving.

Council Member Karina Macias, thanked staff for all their support, wished all a wonderful Happy Thanksgiving, knowledge and thanked all those serving the country and gong through tough times noting herself and her colleagues volunteer at the Salvation Army and help provide meals to those who are less fortunate, thankful to be able to provide service to this wonderful community.

Vice Mayor Jhonny Pineda, wished all a Happy Thanksgiving and announced December 9, 2017 is the Huntington Park Christmas Parade.

Mayor Marilyn Sanabria, thanked everyone and staff for all their support and wished all a Happy Thanksgiving.

## **ADJOURNMENT**

At 8:35 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, December 5, 2017, at 6:00 P.M

Respectfully submitted,

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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  
12-05-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	65092/66187	111-6060-466.33-20	Contractual Srv Class	184.80
	66050/66189	111-6060-466.33-20	Contractual Srv Class	396.00
				<b>\$580.80</b>
ABC HOLDING COMPANY INC	M1804	111-6010-466.55-35	Holiday Parade	10,000.00
				<b>\$10,000.00</b>
ACCOUNTING NEWPORT BEACH MARRIOTT	32K5976F	111-1010-411.59-15	Professional Development	585.03
	32K59846	111-1010-411.59-15	Professional Development	585.03
				<b>\$1,170.06</b>
ADMIN SURE	10697	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				<b>\$7,080.40</b>
AFSCME COUNCIL 36	PPE 11/19/2017	802-0000-217.60-10	Association Dues	727.32
				<b>\$727.32</b>
ALFREDO DE LA TORRE CONSTRUCTION	3727-1	239-5070-463.56-52	Contract Home Repairs	7,125.00
	3727-2	246-5098-463.73-10	Improvements	15,200.00
				<b>\$22,325.00</b>
ALL CITY MANAGEMENT SERVICES	51134	111-7022-421.56-41	Contractual Svc - Other	6,632.76
	51303	111-7022-421.56-41	Contractual Svc - Other	6,708.54
				<b>\$13,341.30</b>
AMERICAN EAGLE PROTECTIVE SERVICES	HP-122617-HP	111-6010-466.55-35	Holiday Parade	4,600.00
				<b>\$4,600.00</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 11/19/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>\$106.58</b>
AMERICAN RENTALS INC	117804	111-6020-451.61-35	Recreation Supplies	650.03
				<b>\$650.03</b>
ARAMARK UNIFORM & CAREER APPAREL	532871841	741-8060-431.61-20	Dept Supplies & Expense	99.00
	532889125	741-8060-431.61-20	Dept Supplies & Expense	97.96
				<b>\$196.96</b>
ARMANDO ACOSTA	10/17/2017	111-6030-451.33-90	Referee Services	180.00
				<b>\$180.00</b>
ARROYO BACKGROUND INVESTIGATIONS	1429	111-7010-421.56-41	Contractual Svc - Other	800.00
	1433	111-7010-421.56-41	Contractual Svc - Other	800.00
	1435	111-7010-421.56-41	Contractual Svc - Other	800.00
				<b>\$2,400.00</b>
AT&T	11/12/17	111-7010-421.53-10	Telephone & Wireless	41.83
				<b>\$41.83</b>
AT&T	10/01-10/31/17	111-9010-419.53-10	Telephone & Wireless	200.90
	10/04-11/03/17	111-9010-419.53-10	Telephone & Wireless	5,659.83
				<b>\$5,860.73</b>
AT&T MOBILITY	X11142017	111-5055-419.53-10	Telephone & Wireless	144.11
	X11142017	111-7010-421.53-10	Telephone & Wireless	4,066.17
	X11142017	239-5055-419.53-10	Telephone & Wireless	144.11
				<b>\$4,354.39</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
12-05-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T PAYMENT CENTER	11/7-12/6/2017	111-9010-419.53-10	Telephone & Wireless	505.61
				<b>\$505.61</b>
B&D LAW GROUP, APLC	1894972	745-9031-413.52-30	Ins - Benefits Active EEs	5,499.00
				<b>\$5,499.00</b>
BARR & CLARK INC	44854	246-5098-463.56-41	Contractual Srvc - Other	540.00
				<b>\$540.00</b>
BARTEL ASSOCIATES, LLC	16-868	216-3010-415.56-41	Contractual Srvc - Other	4,000.00
	17-801	216-3010-415.56-41	Contractual Srvc - Other	1,500.00
				<b>\$5,500.00</b>
BAVCO	827212	535-8090-452.61-20	Dept Supplies & Expense	1,012.10
				<b>\$1,012.10</b>
BENEFIT ADMINISTRATION CORPORATION	6027469-IN	111-0230-413.56-41	Contractual Srvc - Other	80.00
				<b>\$80.00</b>
BENNETT LANDSCAPE	164831	231-8010-415.56-41	Contractual Srvc - Other	2,583.33
	164831	535-8090-452.56-60	Contract Landscape Labor	18,083.34
				<b>\$20,666.67</b>
BILLY VALDIVIA	11272017	111-6010-466.55-35	Holiday Parade	5,250.00
				<b>\$5,250.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 10/22/2017	802-0000-217.30-10	PERS	34,091.98
	PPE 10/22/2017	802-0000-218.10-10	PERS Employer	58,416.35
				<b>\$92,508.33</b>
CARPENTER ROTHANS & DUMONT LLP	30017	745-9031-413.32-70	Contractual Srv Legal	5,079.37
				<b>\$5,079.37</b>
CEJA, OLIVIA	6505-2412	681-0000-228.70-00	Deposit Refund	20.00
				<b>\$20.00</b>
CENTRAL BASIN MWD	HP-OCT17	681-8030-461.41-00	Water Purchase	30,307.79
				<b>\$30,307.79</b>
CINTIA VALENCIA	65244	111-6060-466.33-20	Contractual Srv Class	46.40
				<b>\$46.40</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 11/19/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>\$380.84</b>
CITY OF HUNTINGTON PARK GEA	PPE 11/19/2017	802-0000-217.60-10	Association Dues	127.10
				<b>\$127.10</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 11/19/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				<b>\$1,051.59</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-170912018	221-8014-429.56-41	Contractual Srvc - Other	517.75
				<b>\$517.75</b>
CWE	17660	111-8030-461.56-42	Storm Water WMP	10,660.00
				<b>\$10,660.00</b>
DAPEER, ROSENBLIT & LITVAK	13860	111-0220-411.32-20	Legal Exp - Prosecutor Sv	758.30
	13786	111-8030-461.56-42	Storm Water WMP	87.50
				<b>\$845.80</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAY WIRELESS SYSTEMS	207899-00	111-7010-421.56-41	Contractual Srvc - Other	1,942.80
	210884-00	111-7010-421.56-41	Contractual Srvc - Other	1,728.20
				<b>\$3,671.00</b>
DELTA DENTAL	BE002509634	802-0000-217.50-20	Dental Insurance	8,964.62
				<b>\$8,964.62</b>
DELTA DENTAL INSURANCE COMPANY	BE002506322	802-0000-217.50-20	Dental Insurance	2,765.93
				<b>\$2,765.93</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	11/15/2017	111-7065-441.56-41	Contractual Srvc - Other	8,835.44
				<b>\$8,835.44</b>
DEPARTMENT OF JUSTICE	264902	111-7030-421.56-41	Contractual Srvc - Other	194.00
				<b>\$194.00</b>
DF POLYGRAPH	2017/11	111-7010-421.56-41	Contractual Srvc - Other	175.00
				<b>\$175.00</b>
DIMENSION DATA NORTH AMERICA, INC	8041510	111-7010-421.53-10	Telephone & Wireless	130.00
				<b>\$130.00</b>
DULCE RIOS	66279/66439	111-0000-347.50-00	Deposit Refund	40.00
				<b>\$40.00</b>
ELIZABETH DELGADO	65750/66279	111-6060-466.33-20	Contractual Srv Class	44.80
	65820	111-6060-466.33-20	Contractual Srv Class	6.40
				<b>\$51.20</b>
EMPLOYMENT DEVELOPMENT DEPT.	L1534685344	746-0217-413.52-90	Ins - Unemployment	6,873.00
				<b>\$6,873.00</b>
ENTERPRISE FM TRUST	FBN3358676	226-9010-419.74-20	Vehicle Leases	1,756.12
	FBN3358676	229-7010-421.74-10	Equipment	129.38
				<b>\$1,885.50</b>
F&A FEDERAL CREDIT UNION	PPE 11/19/2017	802-0000-217.60-40	Credit Union	12,254.00
				<b>\$12,254.00</b>
FLORES, RUBEN	9845-14176	681-0000-228.70-00	Deposit Refund	10.00
				<b>\$10.00</b>
FM THOMAS AIR CONDITIONING INC	37651	111-8022-419.56-41	Contractual Srvc - Other	1,187.67
	37681	111-8022-419.56-41	Contractual Srvc - Other	1,800.00
	37682	111-8022-419.56-41	Contractual Srvc - Other	1,836.00
	37651	111-8023-451.56-41	Contractual Srvc - Other	1,187.67
	37760	111-8023-451.56-41	Contractual Srvc - Other	470.18
	37761	111-8023-451.56-41	Contractual Srvc - Other	312.50
	37762	111-8023-451.56-41	Contractual Srvc - Other	170.00
	37651	111-8024-421.56-41	Contractual Srvc - Other	1,187.66
	37715	111-8024-421.56-41	Contractual Srvc - Other	732.50
				<b>\$8,884.18</b>
GALLS, LLC	BC0503075	111-7010-421.61-20	Dept Supplies & Expense	164.54
				<b>\$164.54</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GARDA CL WEST, INC.	20261809	111-9010-419.33-10	Bank Services	185.49
				<b>\$185.49</b>
GILDA CHAPA SANCHEZ	HP020004875	111-0000-351.10-10	Citations	55.00
	HP020004924	111-0000-351.10-10	Citations	55.00
				<b>\$110.00</b>
GUADALUPE A MENDEZ	HP020004274	111-0000-351.10-10	Citations	55.00
				<b>\$55.00</b>
HALLOWEEN CLUB	10/25/17	111-6020-451.61-35	Recreation Supplies	73.98
	CITYOFHPADMIN5	111-6020-451.61-35	Recreation Supplies	106.11
	CITYOFHPPOLICE7	111-6020-451.61-35	Recreation Supplies	69.80
	HPPARKS&REC6	111-6020-451.61-35	Recreation Supplies	135.27
				<b>\$385.16</b>
HDL COREN & CONE	0028055-IN	111-9010-419.56-41	Contractual Srvc - Other	2,542.83
				<b>\$2,542.83</b>
HILDA ESTRADA	010	111-1010-411.56-41	Contractual Srvc - Other	8,400.00
				<b>\$8,400.00</b>
HOME DEPOT - PARKS & RECREATION	0260348	111-6020-451.61-35	Recreation Supplies	71.81
	6260313	111-6020-451.61-35	Recreation Supplies	21.77
	7260290	111-6020-451.61-35	Recreation Supplies	227.94
				<b>\$321.52</b>
HOME DEPOT - PUBLIC WORKS	2260074	111-8022-419.43-10	Buildings - O S & M	26.54
	5043794	111-8022-419.43-10	Buildings - O S & M	309.04
	2260069	111-8023-451.43-10	Buildings - O S & M	163.60
	4260321	111-8023-451.43-10	Buildings - O S & M	63.50
	1260260	111-8024-421.43-10	Buildings - O S & M	6.43
	2260244	220-8070-431.61-20	Dept Supplies & Expense	107.30
	2302294	221-8010-431.61-20	Dept Supplies & Expense	48.37
	4302245	221-8010-431.61-20	Dept Supplies & Expense	150.00
	2260076	287-8055-432.61-20	Dept Supplies & Expense	56.29
	4260329	287-8055-432.61-20	Dept Supplies & Expense	34.64
	2260256	535-8016-431.61-45	Street Lighting Supplies	368.06
	1260080	535-8090-452.61-20	Dept Supplies & Expense	141.02
	4260328	535-8090-452.61-20	Dept Supplies & Expense	135.82
	7260291	535-8090-452.61-20	Dept Supplies & Expense	143.85
	9042588	535-8090-452.61-20	Dept Supplies & Expense	54.85
				<b>\$1,809.31</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 11/19/2017	802-0000-217.60-10	Association Dues	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 11/19/2017	802-0000-217.60-10	Association Dues	5,866.30
				<b>\$5,866.30</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INTER VALLEY POOL SUPPLY, INC	102018	681-8030-461.41-00	Water Purchase	150.44
	102019	681-8030-461.41-00	Water Purchase	225.66
	102020	681-8030-461.41-00	Water Purchase	167.15
	102021	681-8030-461.41-00	Water Purchase	234.01
	102248	681-8030-461.41-00	Water Purchase	134.03
	102249	681-8030-461.41-00	Water Purchase	206.07
	102250	681-8030-461.41-00	Water Purchase	222.82
				<b>\$1,340.18</b>
JOEL GORDILLO	11/21/2017	111-1010-411.56-41	Contractual Srvc - Other	1,650.00
				<b>\$1,650.00</b>
JOHANA LEGAZPI	66358	111-0000-347.50-00	Deposit Refund	40.00
				<b>\$40.00</b>
JOHN A BENDER	0019494	111-0000-321.10-00	Business License Refund	363.00
	0019494	111-0000-321.10-20	Processing Fee Business	80.29
	0019494	111-0000-321.10-30	SB1186-Disability Access	4.00
				<b>\$447.29</b>
JOSE A RIVERA SAENZ	HP120001418	111-0000-351.10-10	Citations	54.00
				<b>\$54.00</b>
JUAN CARLOS DELGADO	HP050005019	111-0000-351.10-10	Citations	55.00
				<b>\$55.00</b>
JUAN CARLOS GARCIA	HP070002746	111-0000-351.10-10	Citations	55.00
				<b>\$55.00</b>
JULIO QUINONEZ	418640	111-8020-431.15-20	Tool Allowance	152.32
	418640	111-8023-451.15-20	Tool Allowance	152.32
				<b>\$304.64</b>
LA CAMPER SHELLS	5362	229-7010-421.74-10	Equipment	1,049.50
				<b>\$1,049.50</b>
LA COUNTY SHERIFF'S DEPT	181320LA	111-7022-421.56-41	Contractual Srvc - Other	876.04
				<b>\$876.04</b>
LAC+USC MEDICAL CENTER	10011	111-7030-421.56-16	Victims' Medical Services	730.00
				<b>\$730.00</b>
LAN WAN ENTERPRISE, INC	59540	111-7010-421.56-41	Contractual Srvc - Other	2,560.80
	59591	475-9010-419.74-10	Equipment	42,450.00
				<b>\$45,010.80</b>
LB JOHNSON HARDWARE CO #1	693125	111-8023-451.43-10	Buildings - O S & M	167.45
	692845	535-8090-452.61-20	Dept Supplies & Expense	27.29
	692951	535-8090-452.61-20	Dept Supplies & Expense	39.40
	693031	535-8090-452.61-20	Dept Supplies & Expense	49.21
	693072	535-8090-452.61-20	Dept Supplies & Expense	13.12
				<b>\$296.47</b>
LEGAL SHIELD	11/15/2017	802-0000-217.60-50	Legal Shield Plan	106.60
				<b>\$106.60</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LEONARD GARCIA	0168	111-6020-451.61-35	Recreation Supplies	24.23
	11/11/2017	111-6020-451.61-35	Recreation Supplies	625.00
	279	111-6020-451.61-35	Recreation Supplies	103.29
	2831061964	111-6020-451.61-35	Recreation Supplies	300.00
	549	111-6020-451.61-35	Recreation Supplies	72.65
	990003032090660	111-6020-451.61-35	Recreation Supplies	11.39
				<b>\$1,136.56</b>
LIFE LINE SCREENING	64930/66437	111-0000-228.20-00	Deposit Refund	500.00
				<b>\$500.00</b>
LIRA BROS, INC.	HP-12	111-6020-451.61-35	Recreation Supplies	121.00
				<b>\$121.00</b>
LOS ANGELES NEWS GROUP	0000348072	111-0230-413.54-00	Deposit Refund	796.00
				<b>\$796.00</b>
LUCKY TOURS CHARTER INC	2183	219-0250-431.57-70	Recreation Transit	750.00
	2190	219-0250-431.57-70	Recreation Transit	750.00
				<b>\$1,500.00</b>
MARIA L GONZALEZ	HP030011511	111-0000-351.10-10	Citations	55.00
				<b>\$55.00</b>
MARIA PRECIADO	434504	287-8057-432.61-20	Dept Supplies & Expense	203.55
				<b>\$203.55</b>
MARX BROS FIRE EXTINGUISHER CO INC.	E30386	741-8060-431.43-20	Fleet Maintenance	956.31
				<b>\$956.31</b>
MIKE RAAHAUGE SHOOTING ENTERPRISES	1136	111-7010-421.56-41	Contractual Srvc - Other	286.00
				<b>\$286.00</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 11/19/2017	802-0000-217.40-10	Deferred Compensation	13,863.00
				<b>\$13,863.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	28804	220-8070-431.56-41	Contractual Srvc - Other	16,128.50
	28803	221-8010-431.56-41	Contractual Srvc - Other	17,018.77
	28803	222-8010-431.56-41	Contractual Srvc - Other	16,325.00
	28803	231-8010-415.56-41	Contractual Srvc - Other	7,368.47
				<b>\$56,840.74</b>
ORANGE COUNTY SHERIFF'S DEPT	10/24/2017	111-7010-421.59-20	Professional Develop Post	30.00
				<b>\$30.00</b>
ORIENTAL TRADING COMPANY, INC.	686442360-01	111-6020-451.61-35	Recreation Supplies	215.88
				<b>\$215.88</b>
PARS	38717	111-9010-419.56-41	Contractual Srvc - Other	397.23
	38808	217-3010-413.56-41	Contractual Srvc - Other	2,251.01
				<b>\$2,648.24</b>
PRECISION CONCRETE CUTTING	171004	535-8090-452.43-20	Maintenance	4,834.50
				<b>\$4,834.50</b>
PRO FORCE LAW ENFORCEMENT	327312	225-7120-421.74-10	Equipment	1,601.29
				<b>\$1,601.29</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PRUDENTIAL OVERALL SUPPLY	52067629	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52068614	111-7010-421.61-20	Dept Supplies & Expense	20.07
				<b>\$149.09</b>
PURCHASE POWER	11/12/2017	111-7040-421.56-41	Contractual Srvc - Other	1,186.43
	11/14/2017	111-9010-419.53-20	Postage	1,995.15
				<b>\$3,181.58</b>
RAFAEL, MARTI A	16151-25912	681-0000-228.70-00	Deposit Refund	20.00
				<b>\$20.00</b>
READYREFRESH	07K0034574871	111-7010-421.61-20	Dept Supplies & Expense	210.15
				<b>\$210.15</b>
RICOH AMERICAS CORP	56895952	111-6010-451.56-41	Contractual Srvc - Other	234.96
				<b>\$234.96</b>
RICOH USA, INC.	5050825280	111-6010-451.56-41	Contractual Srvc - Other	129.49
	5051267172	111-6010-451.56-41	Contractual Srvc - Other	127.16
				<b>\$256.65</b>
RIO HONDO COLLEGE	F17-105-ZHPK	111-7010-421.59-20	Professional Develop Post	82.80
				<b>\$82.80</b>
SALVATION ARMY	10/15/2017	239-5210-463.57-85	Salvation Army Southeast	3,750.00
				<b>\$3,750.00</b>
SANTA FE BUILDING MAINTENANCE	16473	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16474	111-6020-451.56-41	Contractual Srvc - Other	260.00
	16475	111-6020-451.56-41	Contractual Srvc - Other	55.00
	16476	111-6020-451.56-41	Contractual Srvc - Other	200.00
				<b>\$715.00</b>
SC FUELS	3454372	741-8060-431.62-30	Metro Transit Fuel & Oil	20,685.78
				<b>\$20,685.78</b>
SCPLRC	8/1/17-7/31/18	111-0230-413.59-15	Professional Development	150.00
				<b>\$150.00</b>
SEVERN TRENT ENVIRONMENTAL SERVICES	24882	283-8040-432.56-41	Contractual Srvc - Other	12,006.76
	24882	681-8030-461.56-41	Contractual Srvc - Other	94,396.39
				<b>\$106,403.15</b>
SIERRA DISPLAY, INC	22482	111-6020-451.61-35	Recreation Supplies	1,131.79
				<b>\$1,131.79</b>
SMART & FINAL	51501	111-7010-421.61-20	Dept Supplies & Expense	45.23
	51912	111-7010-421.61-20	Dept Supplies & Expense	108.94
				<b>\$154.17</b>
SOBALVARRO, JOSE A	17859-14634	681-0000-228.70-00	Deposit Refund	200.00
				<b>\$200.00</b>
SOUTHEAST POLICE CHIEFS GROUP	17 SEC 011	111-7010-421.59-15	Professional Development	500.00
				<b>\$500.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	10/17-11/16/17	111-8020-431.62-10	Heat Light Water & Power	1,166.44
	10/5-11/3/2017	111-8024-421.62-10	Heat Light Water & Power	5,635.63
	10/5-11/3/2017	221-8014-429.62-10	Heat Light Water & Power	42.11
	9/6-10/5/2017	221-8014-429.62-10	Heat Light Water & Power	2,849.12
	10/4-11/2/2017	231-8010-415.62-10	Heat Light Water & Power	412.14
				<b>\$10,105.44</b>
STACY MEDICAL CENTER	3160-22569	111-7022-421.56-15	Prisoner Medical Services	1,435.00
	3160-22573	111-7022-421.56-15	Prisoner Medical Services	1,242.00
				<b>\$2,677.00</b>
SUPERION, LLC	143874	111-9010-419.43-15	Financial Systems	640.00
				<b>\$640.00</b>
THE PUN GROUP, LLP	111370	111-9010-419.32-40	Audit Fees	30,000.00
				<b>\$30,000.00</b>
THE RACK DEPOT INC	17-0829	111-8022-419.43-10	Buildings - O S & M	106.79
				<b>\$106.79</b>
TITAN LEGAL SERVICES, INC	SU287513-01-01	745-9031-413.32-70	Contractual Srv Legal	124.38
	SU287513-02-01	745-9031-413.32-70	Contractual Srv Legal	101.52
	SU287513-03-01	745-9031-413.32-70	Contractual Srv Legal	101.13
	SU287513-04-01	745-9031-413.32-70	Contractual Srv Legal	1,370.93
	SU287513-05-01	745-9031-413.32-70	Contractual Srv Legal	101.13
	SU287513-06-01	745-9031-413.32-70	Contractual Srv Legal	101.13
	SU287513-07-01	745-9031-413.32-70	Contractual Srv Legal	84.74
	SU287513-08-01	745-9031-413.32-70	Contractual Srv Legal	84.74
	SU287513-09-01	745-9031-413.32-70	Contractual Srv Legal	84.74
	SU287513-10-01	745-9031-413.32-70	Contractual Srv Legal	112.25
	SU287513-11-01	745-9031-413.32-70	Contractual Srv Legal	101.68
	SU287513-12-01	745-9031-413.32-70	Contractual Srv Legal	84.74
	SU287513-13-01	745-9031-413.32-70	Contractual Srv Legal	105.77
	SU287513-14-01	745-9031-413.32-70	Contractual Srv Legal	113.38
	SU287516-01-01	745-9031-413.32-70	Contractual Srv Legal	177.30
	SU287516-02-01	745-9031-413.32-70	Contractual Srv Legal	143.80
	SU287516-03-01	745-9031-413.32-70	Contractual Srv Legal	112.78
	SU287516-05-01	745-9031-413.32-70	Contractual Srv Legal	84.74
	SU287516-06-01	745-9031-413.32-70	Contractual Srv Legal	101.13
U.S. BANK	PPE 11/19/2017	802-0000-217.30-20	PARS	3,923.96
	PPE 11/19/2017	802-0000-218.10-05	PARS EMPLOYER	17,603.89
				<b>\$21,527.85</b>
U.S. HEALTH WORKS	3221847-CA	111-0230-413.56-41	Contractual Srv - Other	426.00
				<b>\$426.00</b>
ULINE	92102922	741-8060-431.43-20	Fleet Maintenance	174.09
				<b>\$174.09</b>

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UNDERGROUND SERVICE ALERT OF SO CAL	1020170128	221-8014-429.56-41	Contractual Srvc - Other	331.75
				<b>\$331.75</b>
US BANK	4708254	111-9010-419.56-41	Contractual Srvc - Other	4,150.00
				<b>\$4,150.00</b>
V & V MANUFACTURING, INC.	45804	111-7010-421.61-20	Dept Supplies & Expense	536.43
				<b>\$536.43</b>
VERIZON WIRELESS	9795477099	111-6010-419.53-10	Telephone & Wireless	38.01
	9795477099	111-8010-431.53-10	Telephone & Wireless	635.99
				<b>\$674.00</b>
VERONICA CHAVARRIA	66326/66431	111-0000-347.50-00	Deposit Refund	40.00
				<b>\$40.00</b>
VISION SERVICE PLAN-CA	DEC2017	802-0000-217.50-30	Vision Insurance	4,359.35
				<b>\$4,359.35</b>
WATER REPLENISHMENT DISTRICT	6/30/2017	681-8030-461.41-00	Water Purchase	111,152.25
	9/30/2017	681-8030-461.41-00	Water Purchase	118,356.42
				<b>\$229,508.67</b>
WELLS FARGO BANK-FIT	PPE 11/19/2017	802-0000-217.20-10	Federal W/Holding	58,429.23
				<b>\$58,429.23</b>
WELLS FARGO BANK-MEDICARE	PPE 11/19/2017	802-0000-217.10-10	Medicare	7,113.89
				<b>\$7,113.89</b>
WELLS FARGO BANK-SIT	PPE 11/19/2017	802-0000-217.20-20	State W/Holding	18,543.85
				<b>\$18,543.85</b>
WEST GOVERNMENT SERVICES	837131180	111-7030-421.56-41	Contractual Srvc - Other	600.00
	837209322	111-7030-421.56-41	Contractual Srvc - Other	54.75
				<b>\$654.75</b>
WESTCHESTER MEDICAL GROUP	CH139-8028	111-0230-413.56-41	Contractual Srvc - Other	400.00
				<b>\$400.00</b>
XEROX CORPORATION	091145658	111-8020-431.43-05	Office Equip - O S & M	215.98
	091145658	681-8030-461.61-20	Dept Supplies & Expense	215.97
				<b>\$431.95</b>
YASMIN CRUZ	65458/66258	111-6060-466.33-20	Contractual Srv Class	395.20
	65605/66262	111-6060-466.33-20	Contractual Srv Class	425.60
	65860/66306	111-6060-466.33-20	Contractual Srv Class	364.80
	66249/66416	111-6060-466.33-20	Contractual Srv Class	212.80
				<b>\$1,398.40</b>
				<b>\$999,887.93</b>



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 5, 2017

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AN AMENDMENT TO A PARKING EASEMENT AGREEMENT WITH HUNTINGTON PARK 607, L.P.**

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

1. Approve amendment to Parking Easement Agreement to permit Huntington Park 607, L.P. access to 60 parking spaces in the City Public Parking Structure located at 6330 Rugby Avenue; and
2. Authorize Interim City Manager to execute the amendment and related documents.

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

On April 30, 2013 the City and Huntington Park 607, L.P. (successor of City Housing-Rugby Associates, L.P.) entered into an Agreement Regarding Parking Easement to grant a perpetual and exclusive easement to the City for access to the parking structure for public parking, at 6330 Rugby Avenue also known as the Huntington Plaza Senior Apartments.

Huntington Park 607, L.P. (Owner) property located at 6330 Rugby Avenue consist of 184-unit age-restricted low-income rental facility, a two-level parking structure (first level 130 spaces are owned by the City), as well as 11,900 square feet of commercial/office space (located on the second level of the parking structure) that was previously sublet to AltaMed for its Adult Day Care facility. The commercial space has been vacant for several months and the Owner is in negotiations with Los Angeles County Department of Mental Health and DaVita to lease the 11,900 square feet space for office use. In order to secure one of these tenants, they need to have access to 60 parking spaces for staff and clients. The owner will pay for the use of these parking spaces at current monthly rate of \$25 per space, an annual fee of \$18,000. Current zoning will not trigger additional parking requirements for office use in this zone, then what is required for

**CONSIDERATION AND APPROVAL OF AN AMENDMENT TO A PARKING EASEMENT AGREEMENT WITH HUNTINGTON PARK 607, L.P.**

December 5, 2017

Page 2 of 2

retail uses. The additional 60 parking spaces being requested is to ensure that the proposed tenant has access to parking for their staff.

The Amendment would be for a term of not less than 10 years and the City will have the right to approve the tenant occupying the office space. The parking fees paid to the City or designee will adjust based on current market rates.

Under the proposed transaction the amendment would serve as security for the Owner that 60 parking spaces for a tenant that would potentially bring new employees to the City that may shop and eat in our local businesses in the City. The remaining 70 parking spaces will be available to the public Monday through Friday. The entire parking lot (130 spaces) will be available to the public on the weekends.

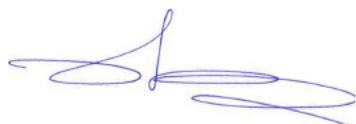
**FISCAL IMPACT/FINANCING**

Currently, the City has a Parking Facility Lease Agreement with Parking Company of America that manages and operates the City owned parking structures including 6330 Rugby Avenue. Under this agreement the City receives an annual rent of 15% of net profits or \$6,000, whichever is greater. The agreement with Parking Company of America is due to expire on September 30, 2019. The annual payments for the 60 parking space would be paid to Parking Company of America. This agreement would not have a negative fiscal impact to the current agreement with Parking Company of America or the City.

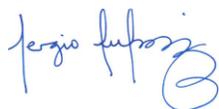
**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICHARDO REYES  
Interim City Manager



SERGIO INFANZON  
Director of Community Development

**ATTACHMENT(S)**

A. Draft Amendment to Agreement for Parking Easement.

# ATTACHMENT "A"

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Huntington Park 607, L.P.  
c/o Riverside Charitable Corporation  
14131 Yorba Street  
Tustin, California 92780

---

---

**(Space Above for Recorder's Use Only)**

**AMENDMENT TO AGREEMENT REGARDING PARKING EASEMENT**

This Amendment to Agreement Regarding Parking Easement (this "Amendment") dated as of October 31, 2017 is entered into by and between Huntington Park 607, L.P., a California limited partnership, as grantor (the "Owner"), and the City of Huntington Park, a municipal corporation (the "City"), with respect to the following recitals of facts:

**RECITALS**

A. Owner is the successor in interest to City Housing-Rugby Associates, L.P., a California limited partnership ("Rugby"). Rugby and the City previously entered into that certain Agreement Regarding Parking Easement dated April 30, 2013 (the "Easement Agreement"), which Easement Agreement was recorded in the Official Records of the Los Angeles County Recorder's Office, Los Angeles County, California on May 8, 2013 as Instrument No. 20130691999, pursuant to which Rugby granted a perpetual and exclusive easement to the City for parking over the property as legally described herein and attached hereto as Exhibit A.

B. Owner and City hereby agree to amend that certain Easement Agreement to permit Owner to have the exclusive right to use sixty (60) contiguous parking spaces for a period of not less than ten (10) years, plus any lease extension or renewal by the commercial tenants of Owner pursuant to the terms and conditions of this Amendment (the "Parking Area").

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Easement. Owner and City do hereby amend the easement granted under the Easement Agreement for the exclusive use by the Owner of the Parking Area of sixty (60) parking spaces (which parking spaces shall be contiguous) for a period not less than ten (10) years plus any additional term of lease extension or renewal by the commercial tenants of Owner commencing upon the date hereof. Owner's exclusive use of the sixty (60) contiguous parking spaces shall be effective at all times. For after-hours access to Parking Area, keys to the Parking Area gate shall be provided to Owner. Owner shall make regular payments to the City, its designee or any contractor hired by the City to manage the off-street parking structure at 6330 Rugby Avenue at the rate of \$1,500 per month (\$18,000 per year) ("Parking Fee"). The City and Owner agree to meet and confer every twelve months to assess the market rate of the Parking Fee. In the event the City demonstrates the Parking Fee is below the market rate, the City and Owner

agree to adjust the Parking Fee to be consistent with the market rate. Any and all future parking lease agreements for the management of the off street parking structure shall provide for equivalent scope of services and requirements as identified in the City's October 6, 2014 correspondence referencing: "Approve Agreement With Parking Company Of America To Manage Off Street Parking Lots And Overnight Parking Permit Program For The City Of Huntington Park"; Attachment B: "Parking Facility Lease" (Parking lease agreement to manage the parking structure at 6330 Rugby Avenue) (aka "City Approved Parking Agreement"). Owner shall make a payment to City, its designee or any contractor hired by the City on the first (1<sup>st</sup>) calendar day of each month in which payment is due, or such other date as agreed upon the by the Owner and the City, its designee or any contractor hired by the City. Notwithstanding the foregoing, Owner may withhold payment of any amount then if the services and requirements set forth in the City Approved Parking Agreement are not rendered in a commercially reasonable manner.

2. City Written Consent Regarding Commercial Tenant(s). City must provide Owner with prior written consent for commercial tenant(s) for the commercial office space located on the second level of the parking structure located at 6330 Rugby Avenue ("Subject Property"). City consent shall be timely and not unreasonably withheld. The City shall provide their written consent within thirty (30) calendar days from written notice of a proposed commercial tenant for the office space. Upon thirty (30) days written notice by the City, the Easement Agreement and this Amendment shall be null and void in the event a tenant occupies the Subject Property without the City's prior written consent.

3. Ratification. Owner and City hereby ratify and confirm all of the terms and conditions of the Easement Agreement as amended hereby. All references in the Easement Agreement and in this Amendment to "Agreement" shall be deemed references to the Agreement as amended by this Amendment.

4. No Conflicts. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Easement Agreement, this Amendment shall govern and control.

5. Notices. Any notice and other communication hereunder shall be in writing and shall be deemed to have been duly given upon receipt if (i) hand delivered personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other express carrier, fee prepaid, (iv) sent via facsimile with receipt confirmed, or (v) sent via electronic email with receipt confirmed, provided that such notice or communication is addressed to the parties at their respective addresses below:

City:

City of Huntington Park, a municipal corporation  
Attn: City Manager  
6550 Miles Avenue  
Huntington Park, California 90255

Owner:

Huntington Park 607, L.P.

c/o Riverside Charitable Corporation  
Attn: Executive Director  
14131 Yorba Street  
Tustin, California 92780

USA Huntington Park 607, Inc.  
c/o USA Properties Fund, Inc.  
Attn: Geoffrey C. Brown  
3200 Douglas Blvd., Suite 200  
Roseville, California 95661

Any party may change the person and address to which notices or other communications to it hereunder are to be sent by giving written notice of any such change to the other party in the manner provided in this Section.

5. Headings. Headings in this Amendment are for convenience only and shall not be used to interpret or construe its provisions.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Incorporation of Agreement. Except as expressly amended herein, the remainder of the Easement Agreement shall remain in full force and effect, and is deemed incorporated into this First Amendment in its entirety by this reference. The First Amendment and the Easement Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of this 31st day of October, 2017.

**CITY:**

CITY OF HUNTINGTON PARK,  
a municipal corporation

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

**OWNER:**

**HUNTINGTON PARK 607, L.P.,**  
a California limited partnership

By: Riverside Charitable Corporation, a California nonprofit public benefit corporation  
Its: Managing General Partner

By: \_\_\_\_\_  
Name: Kenneth S. Robertson  
Its: President

By: USA Huntington Park 607, Inc., a California corporation  
Its: Administrative General Partner

By: \_\_\_\_\_  
Name: Geoffrey C. Brown  
Its: President and Chief Executive Officer

By: Oldtimers Housing Development Corporation IV, a California nonprofit public benefit corporation  
Its: Supervising General Partner

By: \_\_\_\_\_  
Name: Martin Nava  
Its: Chief Operating Officer

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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Signature \_\_\_\_\_ (Seal)

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State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

December 5, 2017

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING A SPENDING LIMITS POLICY FOR PURCHASING AUTHORITY FOR THE CITY MANAGER AND DEPARTMENT HEADS OF THE CITY**

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

1. Adopt Resolution No. 2017-40, establishing spending limits upon the City Manager, including the Interim City Manager, and Department Heads of the City, including City staff and employees.

### **BACKGROUND**

At the November 21, 2017, City Council meeting, the City Council provided direction to return with a spending limit policy which will ensure that sound fiscal and budgetary practices are implemented by imposing certain limits upon the City Manager, including the Interim City Manager, and all Department Heads of the City, including their staff and employees.

These limits are as follows:

- Department Heads of the City shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or less without prior City Council approval.
- The City Manager, including the Interim City Manager, shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or greater, but not to exceed \$5,000, without prior City Council approval.

**CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING A SPENDING LIMITS POLICY FOR PURCHASING AUTHORITY FOR THE CITY MANAGER AND DEPARTMENT HEADS OF THE CITY**

December 5, 2017

Page 2 of 2

- The City Manager, including the Interim City Manager, shall have the authority to purchase supplies, services or equipment in the amount of \$5,000 or greater, but not to exceed \$10,000, as requested by the City's Departments without prior City Council approval, but such purchases shall be debited from the City Manager's budget accounts.

The policy also addresses emergency situations in the following fashion:

In the event of an emergency situation, as defined below, emergency purchases may be authorized by the City Manager, including the Interim City Manager, which exceed the above spending limits when time is of the essence. "Emergency Situation" shall be defined as follows:

- (a) To preserve or protect life, health or property;
- (b) In circumstances involving natural disasters;
- (c) To forestall a shut-down of essential public services.

When emergency situation purchases have been approved by the City Manager, these purchases shall be submitted to the City Council at the earliest possible date for ratification of such purchases.

This policy also requires all other Federal, State and local laws must be followed for bidding and RFP requirements.

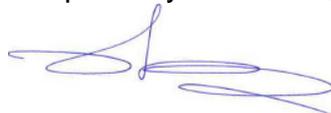
**FISCAL IMPACT/FINANCING**

This policy will limit and restrict purchases and expenditures without prior City Council approval. The City will experience savings in an amount currently unknown due to the oversight and monitoring by the City Council and this more restrictive policy.

**CONCLUSION**

Upon Council approval, this resolution will take effect immediately and the policies will be implemented without further action by the City Council.

Respectfully submitted,



RICARDO REYES  
Interim City Manager

**ATTACHMENT(S)**

- A. Resolution No. 2017-40, establishing spending limits upon the City Manager, including the Interim City Manager, and Department Heads of the City, including City staff and employees.

# ATTACHMENT "A"



1 The City Manager, including the Interim City Manager, shall have the  
2 authority to purchase supplies, services or equipment in the amount of \$5,000 or  
3 greater, but not to exceed \$10,000.

4 In the event of an emergency situation, as defined below, emergency  
5 purchases may be authorized by the City Manager, including the Interim City  
6 Manager, which exceed the above spending limits when time is of the essence.  
7 "Emergency Situation" shall be defined as follows:

- 8 (a) To preserve or protect life, health or property;
- 9 (b) In circumstances involving natural disasters;
- 10 (c) To forestall a shut-down of essential public services.

11 When emergency situation purchases have been approved by the City  
12 Manager, these purchases shall be submitted to the City Council at the earliest  
13 possible date for ratification of such purchases.

14 **SECTION 2:** The foregoing policy shall in no way relieve or exempt the  
15 City, the City Manager, including the Interim City Manager, Department Heads or  
16 any City staff or employee from complying with all Federal, State or local laws, which  
17 requires bidding or the issuance of an RFP prior to authorizing such purchase.

18 **SECTION 3:** The City Clerk shall certify to the adoption of this Resolution.

19 **PASSED, APPROVED AND ADOPTED** this 5th day of December, 2017.

20  
21 \_\_\_\_\_  
Marilyn Sanabria, Mayor

22 ATTEST:

23  
24 \_\_\_\_\_  
25 Donna G. Schwartz, CMC  
26 City Clerk  
27  
28



**CITY OF HUNTINGTON PARK**  
Public Works and Community Development Department  
City Council Agenda Report

December 5, 2017

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND SELECTION OF FIRM AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR ENGINEERING AND BUILDING AND SAFETY SERVICES**

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

1. Select a firm for Engineering and Building and Safety Services;
2. Approve Professional Services Agreement relating to Engineering and Building and Safety services; and
3. Authorize Interim City Manager to negotiate and execute the agreement.

**BACKGROUND**

On March 5, 2012 the City entered into an agreement with Transtech Engineers, Inc. (Transtech) for Engineering and Building and Safety Services. On September 17, 2014 the City and Transtech executed the 1<sup>st</sup> Amendment to their agreement and on April 5, 2016 a 2<sup>nd</sup> Amendment was executed.

At the direction of Administration staff issued a Request for Proposal (RFP) on August 31, 2017 for the aforementioned services. Nine (9) firms requested the RFP and six (6) proposals were received. The following firms submitted proposals:

<b>Firm Name</b>
Bureau Veritas North America, Inc.
CEL Consulting, Inc.
HR Green Pacific
Infrastructure Engineers
Interwest Consulting Group
Transtech Engineers, Inc.

# **CONSIDERATION AND SELECTION OF FIRM AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR ENGINEERING AND BUILDING AND SAFETY SERVICES**

December 5, 2017

Page 2 of 4

The six (6) firm's submitted proposals on the following scope of work:

## Engineering

1. General Administration
2. Development Review
3. Capital Projects Administration
4. Traffic Engineering
5. Other Engineering Requirements

## Building & Safety

1. Chief Building Official Administrative Services
2. Building & Safety Services
3. Maximum Service Delivery Timeframes
4. Additional Duties, Responsibilities, and Information

## **DISCUSSION**

The RFP was separated into two categories, 1) the RFP package and 2) an oral interview. In order to provide objective evaluation criteria, staff, which included the Interim City Manager, Director of Community Development, and the Director of Public Works, evaluated the oral interviews and the RFP packages. Both the oral interview and the RFP were evaluated using a quantitative scoring system of 1 to 5 for each respective criterion. 1 representing the lowest possible score and 5 representing the highest possible score.

The oral interview was evaluated based on the following criteria:

1. Presentation quality
2. Response to interview questions
3. Ability to integrate and adopt to City's goals and objectives
4. Ability to integrate and adapt to community's technical challenges
5. Familiarity with the region.

The RFP was evaluated based on the following criteria:

1. Compliance with the RFP requirements
2. Scope understanding and approach
3. Experience
4. References
5. Familiarity with the region.

**CONSIDERATION AND SELECTION OF FIRM AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR ENGINEERING AND BUILDING AND SAFETY SERVICES**

December 5, 2017

Page 3 of 4

The total scores for both the oral interview and RFP were tabulated by each of the three (3) evaluators. Each of the firm's totals from the three (3) evaluators were then averaged to obtain their final evaluation score. Below is the final ranking based on those averages:

<b>Firm Name</b>	<b>Rank</b>
Infrastructure Engineers	1
Transtech Engineers, Inc.	2
HR Green Pacific	3
Interwest Consulting Group	4
CEL Consulting, Inc.	5
Bureau Veritas North America, Inc.	6

Staff included the City's latest Draft Professional Service Agreement template for reference. All six (6) firms have different fee structures and thus the cost varying for different services. Therefore, it is staff's recommendation that once the firm is selected the City Manager reserves the right to negotiate the terms as deemed appropriate.

Staff believes each firm possesses strengths and experience that would be an asset to the City and is extremely grateful for the professionalism shown by the participants throughout the entire RFP process.

However, based on the comprehensive evaluation and analysis of each of the applications, Infrastructure scored the highest. Therefore, staff recommends that City Council approve a contract and authorize the City Manager to execute the agreement.

**FISCAL IMPACT**

Funding for Engineering and Building and Safety expenditures were approved in the City's FY 17-18 Adopted Budget in following account numbers:

Engineering services include Traffic Authority and Traffic Engineering services, Engineering plan check and inspection, and general Engineering services.

<b>Account No.</b>	<b>Budgeted Amount</b>
111-4010-431.56-62	\$160,000
221-8010-431.56-41	\$100,000

Building and Safety services include Building Division Administration and building plan check review. It is important to note building permit fees and plan check fees are assessed at a contractual rate of 62.5% and at an hourly rate for other services.

<b>Account No.</b>	<b>Budgeted Amount</b>
111-5010-419.56-49	\$325,000

No additional budget appropriation is required at this time.

**CONSIDERATION AND SELECTION OF FIRM AND APPROVAL OF A  
PROFESSIONAL SERVICES AGREEMENT (PSA) FOR ENGINEERING AND  
BUILDING AND SAFETY SERVICES**

December 5, 2017

Page 4 of 4

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES  
Interim City Manager



DANIEL HERNANDEZ  
Director of Public Works



SERGIO INFANZON  
Director of Community Development

**ATTACHMENT(S):**

- A. Scope of Work
- B. Draft Professional Services Agreement

# ATTACHMENT "A"

## Attachment A- SCOPE OF SERVICES

Consultant services – The successful vendor will provide personnel to act independently in accomplishing work for the City.

### A. Engineering

The scope of services for Engineering/Public Works Services shall include the following:

#### a) *General Administration*

- When directed, analyze the City's capital improvement and engineering needs and prepare and administer long and short-range programs as authorized by the City
- When directed, attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- When directed, attend City Council, Planning Commission, Traffic Safety Committee, community, and other meetings.
- Review and comment on planning programs and land development proposals.
- Recommend regulations and ordinances pertaining to civil engineering matters.
- When directed, provide technical assistance and direction to City personnel assigned to public works activities.
- Maintain engineering and project records and plans.
- Provide recommended actions for system implementation and improvements, of digital geographic information and mapping systems.
- Advise the City as to engineering and construction financing and grants available from other governmental agencies and private entities and, when so directed, initiate and prepare applications for such funding or grants.
- Establish working relationships and coordinate with all other public agencies and private utilities involving engineering matters affecting the City.
- Coordinate, consult, and provide input to the County of Los Angeles, the Sanitation Districts and public utility providers on matters relating to water supply, water distribution, sewage collection, sewage disposal and treatment, storm water drainage, gas, electricity, telecommunications facilities (including cable and telephone), streets, encroachment permits, and other infrastructure.
- Administer compliance with the City's requirements pursuant to the National Pollutant Discharge Elimination System (NPDES), including implementation of NPDES requirements that apply to proposed private development and construction (through plan-checks) as well as to City facilities and capital improvement projects; and including inspections, reporting and enforcement measures addressing NPDES violations.

- Provide review and recommendations for the disposal franchise agreement to facilitate implementation and monitoring of the solid waste recycling programs.
- Review plans and issue City permits when required and warranted for any proposed construction work or other physical modification within the public rights-of-way, and also including but not limited to any proposed right-of-way encroachment (temporary or permanent), and proposed temporary street closures
- Conduct surveys and research, evaluate projects and project proposals, prepare and issue RFPs, develop budget and engineering estimates, make recommendations, prepare and present reports.
- In the performance of the services described above; be available for scheduled meetings at City offices and for telephone or written (generally by e-mail) responses to questions from City staff or from the public or other agencies, utilities, etc., upon referral from City staff.
- Maintain electronic daily logs of permit and inspection activities and submit a report to the City and other agencies as required.
- Prepare weekly, monthly, quarterly and yearly statistical reports.
- Calculate and collect all necessary fees for permits, inspections, deposit accounts and other services provided by the City.
- Conduct and maintain training for consultant's personnel and City staff as needed. Consultant to maintain certifications and licenses as necessary for services described herein.

*b) Development Review*

- Review proposed subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws.
- Review proposed grading, drainage, and improvement plans for private and public development projects.
- Recommend conditions of approval for proposed development projects.
- Review and approve of land division final maps and improvement plans. The City expects average response times of within ten working days of initial submittal for a first plan check, and within one week of re-submittal for subsequent plan checks.
- Establish performance and labor and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review.
- Provide field inspections of work performed by private contractors for public and private construction projects, and at the proper time recommend notices of completion and acceptance of the work.
- Provide necessary related functions as is the normal practice of a City Engineer in reviewing private developments.

*c) Capital Projects Administration*

- Provide short- and long-range capital project and program planning and

budget including assisting the Planning and Building Director and designated staff in the maintenance and implementation of the City's capital improvement program.

- Provide preliminary and final design of a full range of City improvements such as storm drains, streets, traffic signals, safety lighting, sewer/water systems, landscaping and irrigation and sidewalks.
- Prepare bid documents, specifications, contracts and RFPs.
- Provide surveying and engineering design services for capital improvement projects, coordination with engineering departments of other city/county/state agencies as needed, assessment district engineering/cost estimates and fair share distribution of costs for projects, and consultant contract administration as necessary.
- Estimate costs for specific projects and overall annual budgets for capital improvement projects.
- Investigate funding opportunities for projects and prepare applications where appropriate.
- Perform construction inspections and quality control oversight of public works projects and privately funded improvements in public rights-of-way.
- Administer contracts for public works projects.
- Administer slurry seal, overlay and patching program.
- Perform construction management.

*d) Traffic Engineering*

- Administer Traffic Authority per City's Municipal Code.
- Periodically review the condition of existing traffic control facilities and prepare an annual recommended plan of maintenance. Assist in the preparation of traffic management related portions of the City's operational and capital improvement budget.
- As directed by the City, review all traffic engineering requests for services, route staff reports to appropriate reviewing personnel, and prepare letters regarding traffic engineering functions.
- As directed by the City, investigate traffic engineering related matters and prepare reports with alternatives and recommendations for consideration by the City.
- Provide traffic engineering review of proposed development projects including reviews of precise plans of design, conditional use permits, tentative tract maps, and similar projects, making recommendations on traffic impact mitigations and on overall circulation patterns, parking designs/layout, signing, striping, marking and minor changes to existing facilities.
- Inspect traffic control devices and projects as they are being installed or constructed. Recommend bond amounts required for traffic engineering improvements and recommend release of bonds for completed traffic engineering facilities.
- Provide input and assistance to City staff in developing the optimum capabilities and efficiency of the traffic engineering program.

- Provide special traffic engineering studies which may be needed to augment both field observations and the review of existing traffic accident, traffic speed and traffic volume data.
- Advise the City of grants potentially available to the community for alleviating identified traffic related problems and advise the City of potential funding trades and exchanges with other agencies.
- Administer funding applications/expenditures.
- Review the condition of traffic infrastructure including roadways, sidewalks, curb/gutter, markings, signage, etc. and implement a proactive maintenance plan.
- Prepare and issue bids and RFPs, and administer contracts.
- Perform the statutory functions of the Traffic Engineer pertaining to the review and approval of plans, projects and proposals. The City expects average response times of within ten working days of initial submittal for plan review.

*e) Other Requirements*

- Consultant shall provide and maintain technical training for its staff and City staff as appropriate to coordinate and improve the functions of the Department and the consultant.
- Consultant shall maintain necessary certifications and professional licenses for services provided.
- Provide all clerical and administrative support, and equipment, resources and tools for services herein described.

**B. Building & Safety**

The scope of services for Building & Safety Services shall include the following:

*a) Chief Building Official Administrative Services*

This position is responsible for performing Chief Building Official services. The Building Official is responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters. Specific responsibilities include, but are not limited to:

- Quality control review of plan checks and inspections
- Preparing code updates each cycle for Municipal Code adoption
- Tracking, monitoring and resolution of resident inquiries, complaints
- Building Official Administration, processing of complex Building Code issues and dispute resolution
- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes
- Coordinate an aggressive abatement program
- Work with City's staff to review and update the Building/Safety

## Procedures Manual

- Weekly, monthly, quarterly and yearly reporting of Building and Safety Activities
- Processing of Planning Commission & City Council staff reports related to Building & Safety items
- Periodic attendance at Planning Commission & City Council meetings (as needed)
- Meet with City's staff on a monthly basis to discuss improvement of the inspection, plan check process and other applicable subjects.

The ideal proposal would include a part-time Chief Building Official who is available to be at the City during the hours that City Hall is open to the public, have previous Building Official experience, is customer-service oriented, and has experience with managing multiple tasks, assignments and responsibilities.

### *b) Building & Safety Services*

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

- Front counter support (City Hall) – Current City Hall hours are 7:00 a.m. to 5:30 p.m., Monday through Thursday.
- Building inspection – Field hours are 7:00 a.m. to 5:30 p.m., Monday through Thursday.
- Building permit processing.
- Plan check including code, accessibility, grading, private infrastructure, BMP's, building, electrical, and plumbing work, etc. Fire code plan review will continue to be performed by LA County Fire.
- Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc. Plan checker will be available during City Hall hours Monday through Thursday and have counter hours to service the public with over the counter reviews.
- Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.
- Track, monitor and resolve resident inquiries, resolve complaints.
- Process public records requests.
- Review and update the Building/Safety Procedures Manual.
- Permit issuance annual update reports to outside agencies.
- Construction and demolition debris recycling.
- Building Code Abatement administration and inspection (including lien process).
- Prior preparation for and participation in inter-departmental pre-development review. This must be handled at the level of a Senior Plan Checker (or firm's equivalent position) or higher level. During the periodic meetings, cases are reviewed by members of the Planning, Building, Traffic, Engineering, and Utility Companies of the City, as well as the LA County Fire Department representative, and comments are given to the applicant's

project team.

- Prepare weekly, monthly, quarterly and yearly statistical reports.
- Maintain records, prepare documents for storage and/or imaging.
- Meet with City’s staff on a monthly basis to discuss improvement of the customer service, building permit process and other applicable subjects.

*c) Maximum Service Delivery Timeframes*

The City has established “Maximum Timeframes” for the delivery of Building and Safety Services. The consultant shall provide adequate personnel, based on the level of development activity within the City at any given time, to ensure that the following timeframes are met.

<b>Service</b>	<b>Timeframe for delivery</b>
Major plan check	14 calendar days
Subsequent plan checks	7 calendar days
Minor plan checks and single story homeowner additions	7 days if submitted into plan check or over the counter during a designated time period each day
Building inspection	The following working day if request is received before 4 PM
Grading plan check	14 calendar days
Subsequent grading plan checks	7 calendar days
Grading Inspection	The following working day if request is received before 4 PM
Assistance at the public counter	Immediate during City Hall hours
Return of phone calls	By the end of the next business day
Statistical accounting	Completed at the end of each week, month, quarter, year and as needed.

*d) Additional Duties, Responsibilities and Information*

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Huntington Park have sufficient on-going training to perform their assigned duties. In addition, the consultant shall have at least one Certified Access

Specialist (CASp) on staff. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record.

The ideal proposal will include staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. The selected firm will ensure that the front counter is always staffed with bi-lingual personnel, as well as have bi-lingual field personnel. The successful firm will ensure that it has assigned personnel – with contact and coverage information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans with the goal of maintaining only electronic versions of plans for projects that have been completed. The successful bidder will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files. This process must be completed during the first two years of the contract. In addition, the successful bidder will be required to obtain electronic copies of “As-Built” plans at the completion of each project and attaching the electronic files to the parcel.

The consultant will be required to provide updated case management for all plan checks, permits, inspection, correction notices and an electronic database able to track past, present and future permits. This electronic database should be available to allow assigned City’s staff access of all files.

All invoices shall be submitted on a monthly basis and include a detailed description of the scope of services provided, the project/application tracking number, date, time and duration of the service provided, and the name of the person who provided the service.

In conjunction with City’s staff, Consultant shall develop an expedited plan check and inspection process and a fee schedule.

Weekly, monthly, quarterly and yearly reports shall include at a minimum the following: Counter attendance log, List of all plan checks submitted along with their valuations and plan check fees that the city collected, number of building permits issued, number of inspections per day, inspection hours during the week, Building Official hours per week, Building Technician hours per week, Clerical hours for Building and Safety per week and any hours used to support code enforcement per week.

# ATTACHMENT "B"



PROFESSIONAL SERVICES AGREEMENT  
(Engagement: SERVICE BEING PROVIDED)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this **[DATE] 2017** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) [NAME OF CONSULTANT]. (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

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

WHEREAS, on [DATE], the CITY entered into a Professional Services Agreement (the “Master Agreement”) with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, on [DATE], the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on [DATE]. CONSULTANT then commenced providing [SERVICES] services under the terms and conditions of said Master Agreement; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.  
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a

grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY 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 written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:**

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- 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. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice 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, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's

acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. 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 CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a

threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 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. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or

against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

### 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) 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. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers'

compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

- 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 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 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.
- 3.5 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.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 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. **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.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article,

above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTs or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any

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

- 4.8 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: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

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

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

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

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

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has

commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement 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 a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

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

tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

**CONSULTANT:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

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

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

officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

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:**

**[NAME OF CONSULTANT]**

**By:** \_\_\_\_\_  
[REP FOR CITY]  
[TITLE]

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

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

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

**APPROVED AS TO FORM:**

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

DRAFT

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 5, 2017

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE FINANCING OF THE CASA RITA APARTMENT PROJECT LOCATED AT 6508 RITA AVENUE**

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

1. Conduct a public hearing under the requirements of Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the "Code");
2. Take public testimony; and
3. Adopt Resolution No. 2017-41, approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Century Affordable Development, Inc., a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or a subsidiary or affiliate thereof (the "Borrower"), to provide for the financing of the Casa Rita Apartment Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

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

Century Affordable Development, Inc., requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$20,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition and rehabilitation of a multifamily rental housing development commonly known as Casa Rita Apartments located at 6508 Rita Avenue in the City of Huntington Park, California (the "Project"), to be owned by the Borrower and to be operated initially by The John Stewart Company or another entity selected by the Borrower.

# **CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE FINANCING OF THE CASA RITA APARTMENT PROJECT LOCATED AT 6508 RITA AVENUE**

December 5, 2017

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In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Huntington Park must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

Prior to such TEFRA hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

A TEFRA Hearing was held for the Project on December 20, 2016 and a Resolution was approved. However, a TEFRA approval is good for only one year. The Project anticipates closing after the December 20, 2016 anniversary date. Therefore, the Project is being brought before the City Council once again.

The Project has been delayed due to unanticipated federal tax reform proposals but is now on track to close the financing before December 31, 2017.

## **California Municipal Finance Authority**

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 280 municipalities, including the City of Huntington Park, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

## **FISCAL IMPACT/FINANCING**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With

**CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE FINANCING OF THE CASA RITA APARTMENT PROJECT LOCATED AT 6508 RITA AVENUE**

December 5, 2017

Page 3 of 3

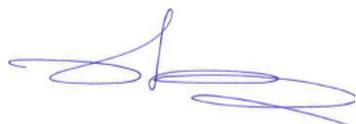
respect to the City of Huntington Park, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

In light of the foregoing, and in order to support the Project, staff recommends that the City conduct the TEFRA Hearing and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

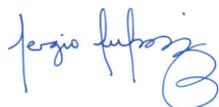
**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
Interim City Manager



SERGIO INFANZON  
Community Development Director

**ATTACHMENT(S)**

- A. Resolution No. 2017-41, approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Century Affordable Development, Inc., a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or a subsidiary or affiliate thereof (the "Borrower"), to provide for the financing of the Casa Rita Apartment Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

# ATTACHMENT "A"



1           **WHEREAS**, the Authority has determined that the City Council of the City  
2 (the “City Council”) is an “applicable elected representative” for purposes of holding  
3 such hearing; and

4           **WHEREAS**, on December 20, 2016, the City Council held a public hearing  
5 regarding the proposed financing of the Project and, following the public hearing,  
6 adopted Resolution No. 2016-55 approving the issuance of the Bonds by the  
7 Authority for the Project; however, it is now expected that the Bonds will be issued  
8 by the Authority after December 20th and applicable federal regulations require that  
9 the City Council’s approval of the issuance of the Bonds occur within one year of the  
10 date of issuance of the Bonds; and

11           **WHEREAS**, in light of the foregoing and the intention of Century to proceed  
12 with the financing of the Project, the Authority has requested that the City Council  
13 once again approve the issuance of the Bonds by the Authority in order to satisfy  
14 the public approval requirements of section 147(f) of the Code and the requirements  
15 of Section 4 of the Agreement; and

16           **WHEREAS**, notice of the new public hearing has been duly given as  
17 required by the Code and the City Council has heretofore held the new public  
18 hearing at which all interested persons were given an opportunity to be heard on all  
19 matters relative to the financing of the Project and the Authority’s issuance of the  
20 Bonds therefore, and the City Council now desires to again approve the issuance of  
21 the Bonds by the Authority.

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

24           **SECTION 1.** The above recitals are true and correct.

25           **SECTION 2.** The City Council hereby approves the issuance of the Bonds  
26 by the Authority for the purpose of providing funds to make one or more loans to the  
27 Borrower to enable the Borrower to finance costs of the Project. It is the purpose  
28 and intent of the City Council that this Resolution constitute approval of the issuance  
of the Bonds by the Authority for the purposes of: (a) section 147(f) of the Code, by  
the applicable elected representative of the governmental unit having jurisdiction  
over the area in which the Project is located, in accordance with said section 147(f),  
and (b) Section 4 of the Agreement.

**SECTION 3.** The issuance of the Bonds shall be subject to approval of the  
Authority of all financing documents relating thereto to which the Authority is a party.  
The City shall have no responsibility or liability whatsoever with respect to  
repayment or administration of the Bonds.

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**SECTION 4.** The adoption of this Resolution shall not obligate the City or any department thereof to (a) provide any financing to acquire or rehabilitate the Project; (b) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (c) make any contribution or advance any funds whatsoever to the Authority; or (d) take any further action with respect to the Authority or its membership therein.

**SECTION 5.** The City Manager, City Clerk and all other officers and officials of the City are hereby authorized and directed to do any and all things and to execute and deliver any and all agreements, documents and certificates which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

**SECTION 6.** The City Clerk is hereby directed to forward a certified copy of this Resolution to the bond counsel for the Bonds, addressed as follows:

Paul J. Thimmig, Esq.  
Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 5th day of December, 2017.

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

ATTEST:

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